

BEFORE THE OFFICE OF MR. JS. R.M. LODHA (RETD.) COMMITTEE

Constituted to look after PACL Matters The Ashok, Annexe Building, (Oudh Corridor), 50 B, Chanakyapuri, New Delhi 110 021

IN THE MATTER OF:

Challenge by M/s Inox Renewables Limited to the alleged ownership of PACL India Ltd. over Land ad-measuring 21.49 Acres (8.70.5 Hectares) falling in Survey Nos. 252/3A (measuring 6.301 Acres), 252/2 (measuring 3.261 Acres), 252/3B (measuring 4.324 Acres) and 252/1 (measuring 7.586 Acres), situated in the revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu, as recorded under entry / M.R. No. 15145-16 in the records/ website www.auctionpacl.com of the Hon'ble Committee.

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FILED BY:

New Delhi

Dated: 16.08.2017

Sudhir Kumar, Advocate Regn. No. D/534/1996(R) Counsel for the Applicant India International Jurists

Advocates, Solicitors & Legal Consultants 1201-B, Antriksh Bhawan 22, Kasturba Gandhi Marg, New Delhi 110 0001 (India) Phone Nos. +91-11-41036888

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BEFORE THE OFFICE OF MR. JS. R.M. LODHA (RETD.) COMMITTEE Constituted to look after PACL Matters The Ashok, Annexe Building, (Oudh Corridor), 50 B, Chanakyapuri, New Delhi 110 021

<u>UNDERTAKING</u>

- I, Bhupesh Kumar Juneja, Aged 58 Years (Approx.). S/o Prem Datt Shakir. Director. M/s Inox Inox Renewables Limited, incorporated under the Companies Act, 1956 and being governed under the Companies Act, 2013, having its registered office at ABS Tower, 2nd Floor, Survey No. 1837 & 1834. Moje Jetalpur, Old Padra Road, Vadodara, Gujarat, India 390 007, having being duly authorised vide Board Resolution dated 22nd March, 2017; do hereby solemnly affirm, declare and undertake that:
- 1. Our Company is the bonafide purchaser of the land, ad-measuring 21.49

 Acres (8.70.5 Hectares) of land, falling in Survey Nos. 252/3A (6.301

 Acres). 252/2 (3.261 Acres). 252/3B (4.324 Acres). and 252/1 (7.586

 Acres): situated in revenue village of Vellalankottai, Taluk- Kovilpatti,

 District Thoothukudi, Tamil Nadu, from M/s, Gujarat Flurochemicals

 Limited vide Sale deed being Non-Metro/VA vide No. 4194/2012 dated

 18.10.2012, in order to develop a wind farm and installed one Wind

 Turbine Generator on the said Land, and the entire project is known as

 "Chettikurichi Project".

- 2. Since the date of purchase of the said land in 2012, our company is in continuous and uninterrupted physical possession of the said land/ said project.
- 3. Recently in March 2017, in order to exit from the said Wind Farm, our Company decided to sell the "Chettikurichi Project" including the said land and entered a Business Transfer Agreement dated 07.03.2017 with the buyer Company to transfer the said land/ project as well as the land/ project of other sites also.
- 4. It is being reiterated, reaffirmed and once again undertaken in line with the undertaking given in the main Application, that neither our Company, nor its group Company, nor its prompters, directors and officials have any association or connection, direct or indirect, with M/s. PACL India Limited and/or its promoters, directors, officials etc. in any manner whatsoever.
- 5. It is also undertaken and declared that if in case, in future, any incriminating relation or association is found and established other than what has been undertaken herein, our Company indemnifies the Hon'ble Committee / Govt. of India / SEBI to compensate to the extent of any loss may be caused on account of the same, and shall be ready face the consequences, as provided under the law of the land.
- 6. Our Company, once again make a humble and ardent plea to the Hon'ble Committee to release the said land by passing an appropriate order for deletion of the description of the said land from the website www.auctionpacl.com. as recorded under Entry/ M.R No. 15145-16, as



non-adherence of the same, will immensely prejudice our business interests, besides causing irreparable loss and injury both financially as well as reputation wise, while severely affecting the very prospect of the Business Transfer Agreement dated 07.03.2017, which our Company has entered with the buyer company under its strategic business plan to exit from the wind farm business.

For INOX RENEWABLES LTD.

Bhupesh Kumar Juneja

Director

SEAL OF COMPANY

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BEFORE THE OFFICE OF MR. JS. R.M. LODHA (RETD.) COMMITTEE

Constituted to look after PACL Matters The Ashok, Annexe Building, (Oudh Corridor), 50 B, Chanakyapuri, New Delhi 110 021

IN THE MATTER OF :

Challenge by M/s Inox Renewables Limited to the alleged ownership of PACL India Ltd. over Land ad-measuring 21.49 Acres (8.70.5 Hectares) falling in Survey Nos. 252/3A (measuring 6.301 Acres), 252/2 (measuring 3.261 Acres), 252/3B (measuring 4.324 Acres) and 252/1 (measuring 7.586 Acres), situated in the revenue village of Vellalankottai, Taluk-Kovilpatti, District Thoothukudi, Tamil Nadu, as recorded under entry / M.R. No. 15145-16 in the records/ website www.auctionpacl.com of the Hon'ble Committee.

LIST OF DATES & EVENTS

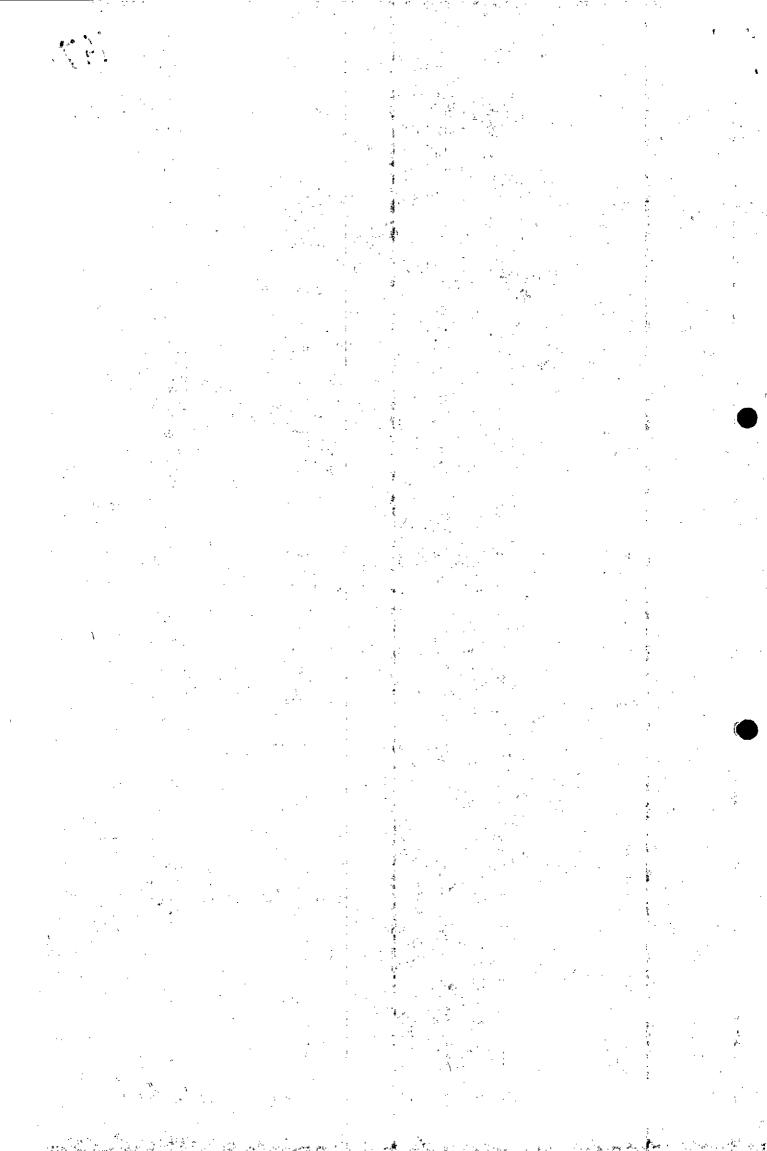
Sl. No.	DATES	EVENTS		
1.	18.10.2012	Applicant Company purchased 21.49 Acres (8.70.5 Hectares) of		
		land, falling in Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261		
		Acres), 252/3B (4.324 Acres), and 252/1 (7.586 Acres); situated		
		in revenue village of Vellalankottai, Taluk- Kovilpatti, District		
		Thoothukudi, Tamil Nadu (Subject Land) from M/s. Gujarat		
		Flurochemicals Ltd. through Sale deed dated 18.10.2012, duly		
		registered before the office of the Sub-Registrar, Kayathar, to		
		develop a wind farm and commissioned a 2 MW Wind Turbine		
		Generator ("WTG"), known as "Chettikurichi Project".		
		The chain of ownership of the subject land is being described		
		here-in-below in the descending order of dates:		
		I. <u>05.10.2009</u> :		
		M/s. Gujarat Flurochemicals Ltd. purchased the subject		
		land in 2009 from Sh. Suresh Kannan , vide Sale Deed dated		
	,	<u>05.10.2009.</u>		

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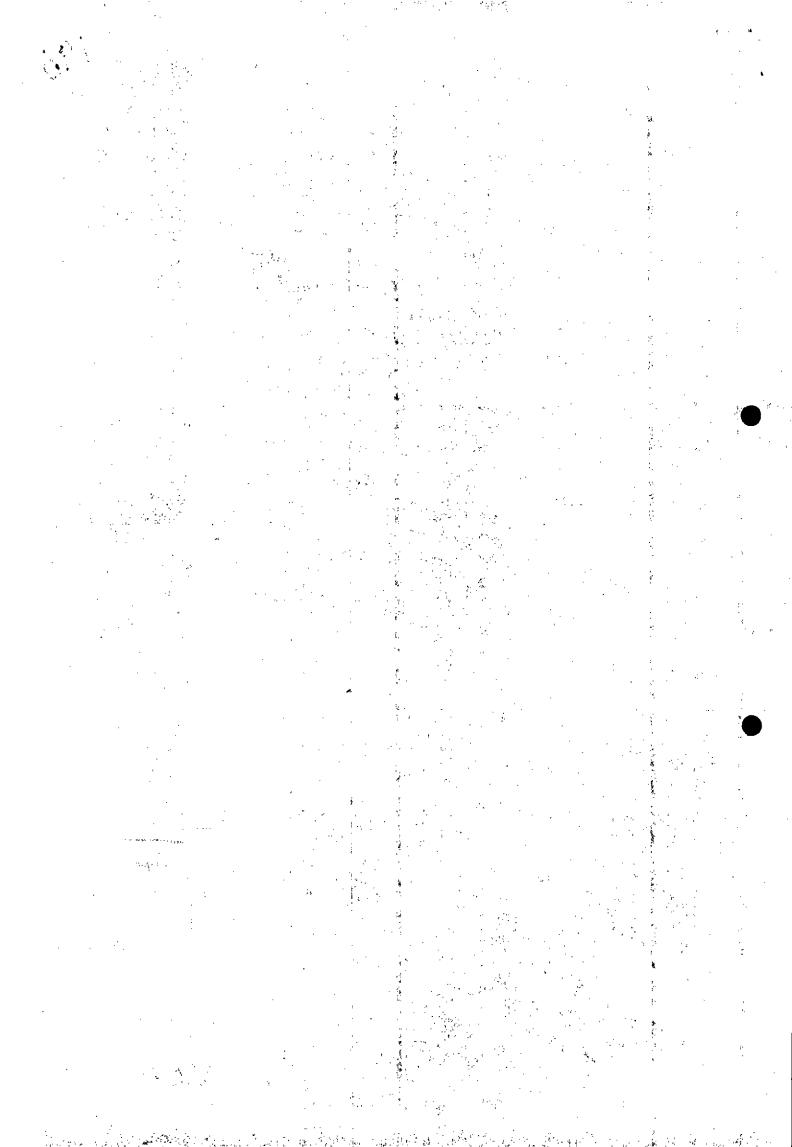
		II. 06.07.2009:					
		Sh. Suresh Kannan became the owner of the subject land by					
		purchasing the same from Sh. Sathyamangalam A.					
		Salahudeen, vide Sale Deed dated 06.07.2009.					
		III. <u>29.04.1993</u> :					
		Sh. Sathyamangalam A. Salahudeen became the owner of					
		the subject land measuring 21.49 Acres (8.70.50 Hectares) in					
		the year 1993, after having purchased each of the four Survey					
		Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B					
		(4.324 Acres) and 252/1 (7.586 Acres) from four different sets					
		of land owners, vide four different Sale Deeds, as duly					
		described in detail in the accompanying Application.					
•	07.02.2017	In the first week of March 2017, and a day of the					
2.	07.03.2017	In the first week of March 2017, under its strategic business plan					
	·	to exit from the wind farm business, the Applicant Company					
		decided to sell out the assets of the "Chettikurichi Project"					
		including the subject land as well as 2 MW WTG installed					
		thereon to a prospective customer/ bidder and entered a tripartite					
	į	Business Transfer Agreement dated 07.03.2017 with the					
*		successful bidder M/s IVY Eco Energy Pvt. Ltd.					
3.	March	In order to transfer the essets of WCh estilouist: Design 22					
<i>J</i> .	2017	In order to transfer the assets of "Chettikurichi Project" containing					
j		the subject land as well as 2 MW WTG installed thereon to the					
:		buyer M/s IVY Eco Energy Pvt. Ltd., the Applicant Company					
		approached the office of Sub-Registrar, Kayathar in the March					
		2017 seeking conveyance and registration of the Sale Deed with					
		respect to the Subject Land of the "Chettikurichi Project" in					
		favour of the Buyer.					

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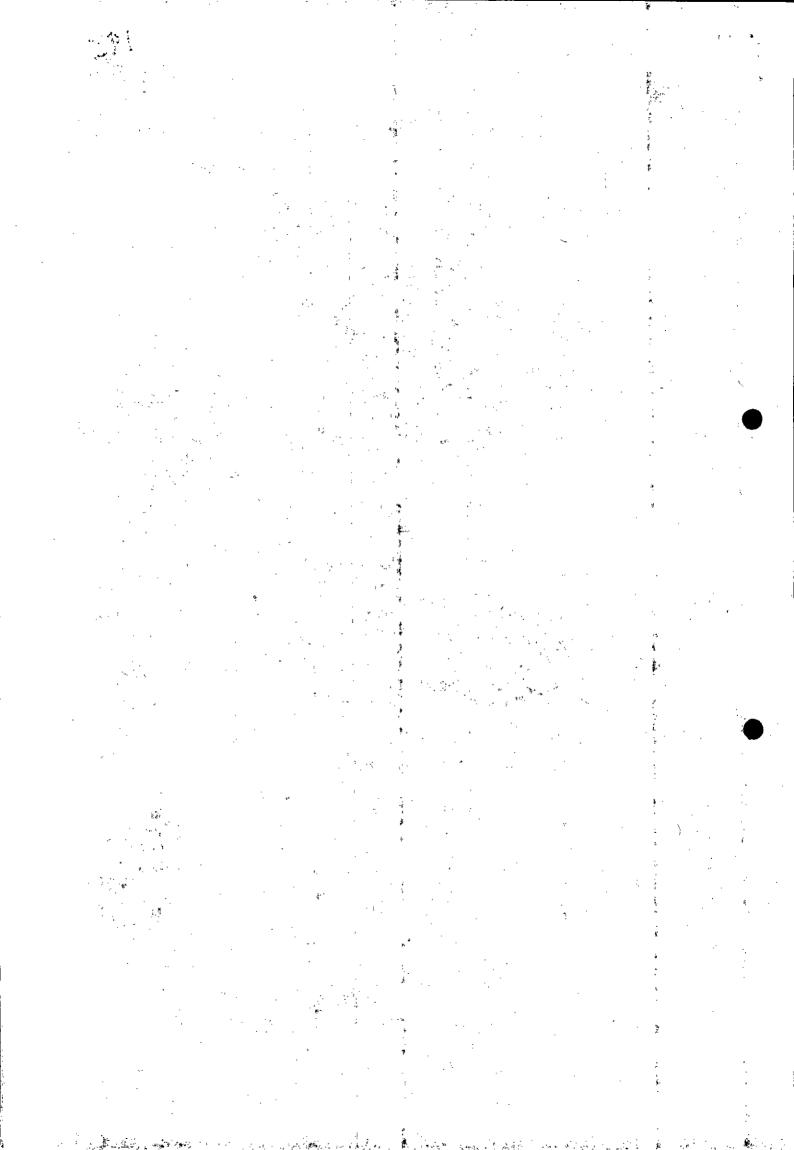
4.	March 2017	The office of the Sub-Registrar, Kayathar refused to register the Sale Deed relating to the subject land in favour of the Buyer on the basis that vide Letter dated 25.11.2016, the office of Tehsildar, Kovilpatti has passed a stay order on any further sale, conveyance, purchase or registration or transfer of the Patta of the subject land, as well as other pieces of land of the same village, as described in detail in the enclosed list of properties.
5.	March, 2017	The Applicant Company was informed that in compliance of the Order dated February 02, 2016, passed by the Hon'ble Supreme Court of India in the case titled as "PACL Ltd Vs. Securities and Exchange Board of India (SEBI) and Others", Civil Appeal No 13394/2015, Hon'ble Committee has been formed for disposing the properties of PACL Ltd., in order to pay back the sale proceeds to the legitimate investors and the Hon'ble Committee is empowered to deal with the properties of PACL Ltd. It was also informed that all such properties having any direct or indirect relations with PACL Ltd. are fully described on the website "www.auctionpacl.com" being managed and maintained by the office of the Hon'ble Committee.
6.	March, 2017	In March 2017 itself, the Applicant Company visited the website www.auctionpacl.com, and for the first time, was shocked to know from the entry/ M.R No. 15145-16 that the subject land has been illegally and unauthorisedly sold out/ purchased by PACL Ltd. on the basis of forged and fabricated documents, which otherwise on the face of it, does not derive any legal sanctity. The attachment to the entry/ M.R No. 15145-16 dealing with the subject land also contained THREE set of following alleged Documents, having been allegedly executed on the following dates:

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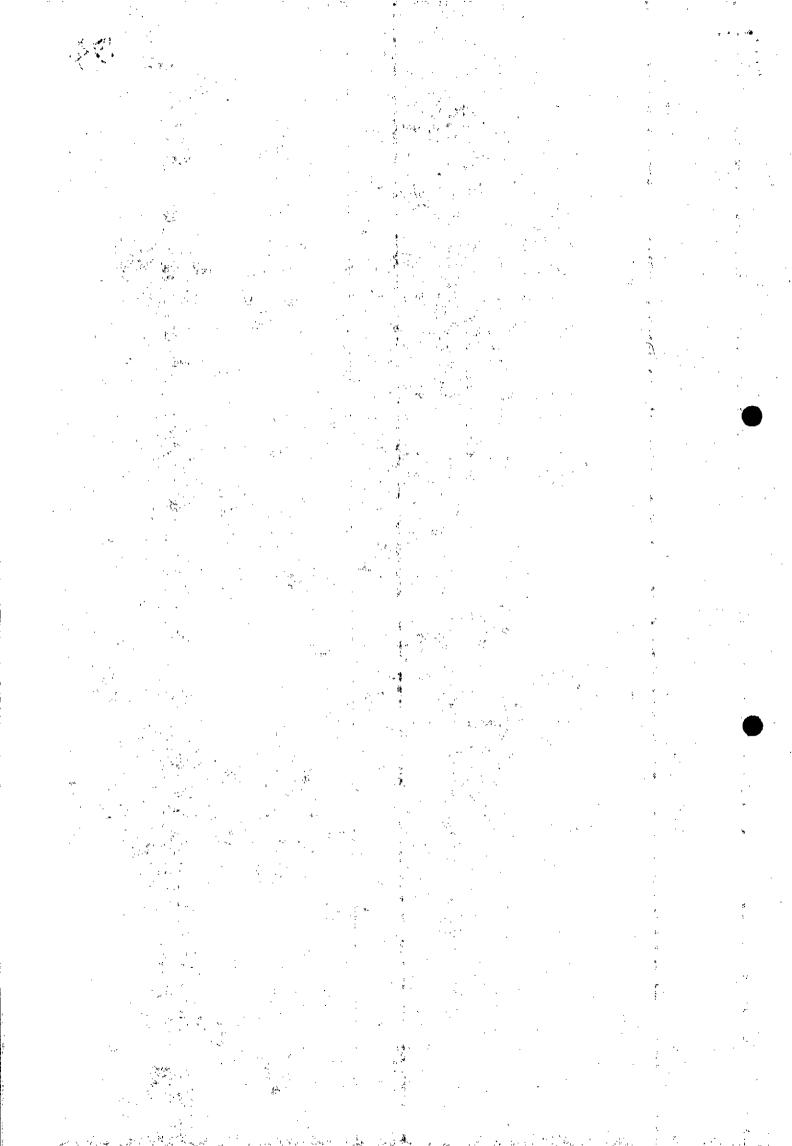
		(a) <u>09.04.2002</u> : Agreement to Sell, dated <u>09.04.2002</u>
		On 09.04.2017, Sh. Salahudeen allegedly shown to have
	,	executed an un-registered and un-notorized Agreement to
		Sell, dated 09.04.2002, in favour of M/s. PACL India Ltd.
		(b) <u>09.04.2002</u> : Agreement to Sell, dated <u>09.04.2002</u> :
		On 09.04.2002, another un-registered and un-notorized
		Agreement to Sell, dated 09.04.2002, is purported to have
,		been executed by Sh. Tarlochan Singh (promoter of M/s
		PACL India Ltd.), in favour of M/s. PACL India Ltd.
		(c) <u>05.05.2003</u> : General Power of Attorney, dated 05.05.2003
		A General Power of Attorney, dated 05.05.2003, purported
		to have been executed by Sh. Salahudeen, nominating,
,		appointing and constituting Sh. Tarlochan Singh (promoter
		of M/s PACL India Ltd.), as the true and lawful attorney
		w.r.t. the subject land.
7.	March, 2017	Further inquiry from the Applicant Company also revealed that
	* *	despite the subject land being owned and continuously and
		uninterruptedly possessed by the Applicant since 2112, and prior to that by the afore-mentioned respective owners, the same has
		been illegally and unauthorisedly made part of the illegal
		investments made by PACL Ltd. and its promoters, and the same
		has been done by creating false and frivoulous documents.
8.	March,	March 2017 itself, the Applicant Company approached the office
,	2017	of Revenue Department of the Govt. of Tamil Nadu in order to
		inquire about the existing ownership on the Patta of the subject
		land, and the revenue records revealed that the subject land is
		duly recorded as Patta No. 1910 in the name of the previous
		owner Sh. Suresh Kannan, who sold the subject land to M/s

Seller Shans



	,	
		Gujarat Flurochemicals Ltd. vide Sale deed dated 18.10.2012, and
		from M/s Gujarat Flurochemicals Ltd., the Applicant Company,
		finally purchased the subject land vide Sale deed dated
		18.10.2012.
9.	13.03.2017	The Applicant Company also approached the office of the
		concerned Sub-Registrar, Kayathar in order to examine and
		verify the records of the subject land for the period of 11 years
		from 1976 till 1986 as well as for the subsequent period of 31
		years from 01.01.1987 till 11.03.2017, and obtained certified copy
		of the "Certificate of Encumbrance on Property/ Non-
		Encumbrance Certificate" dated 13.03.2017, which establishes
		the chain of ownership as described here-in-above as well as in
		the accompanying Application, on the basis of which, the
		Applicant Company obtained legal and valid ownership and
		possession of the subject land through the chain of sale deeds
		executed from the Year 1993 till 2012, when the Sale deed dated
		18.10.2012 was executed in favour of the Applicant Company.
10.	05.07.2017	Applicant Company bonafidely approached this Hon'ble
		Commission seeking to delete the description of the subject land,
	,	ad-measuring 21.49 Acres (8.70.5 Hectares) of land, from the
1		website www.auctionpacl.com, as recorded under entry/ M.R. No.
		· · · · · · · · · · · · · · · · · · ·
		15145-16, besides seeking various other connected reliefs as
		mentioned in detailed in the main Application, so as to enable the
		Applicant Company to sell out its wind farm business including
:		the "Chettikurichi Project" comprising of the subject land as well
		as 2 MW WTG installed thereon.
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Justice (Retd.) R. M. Lodha Committee (in the matter of PACL Ltd.)

Ref. No	Dated
JRMLC/PACL/NO/2002/2017	17.07.2017

To,

PACL Ltd., 401-406, Fourth Floor, Indraprakash Building, Barakhamba Road, New Delhi- 110001

Dear Sir,

Subject: Objection Application received from Inox Renewables Limited in respect of property admeasuring 21.49 acres bearing survey nos. 252/3A, 252/2, 252/3B and 252/1 at Vellalankottai, Kovilpatti, Thoothukudi, Tamil Nadu appearing as MR No. 15145-26

This is to state that the Committee is in receipt of an objection application from Inox Renewables Limited in respect of the subject property. The objector has *inter alia* claimed that it had bought the subject property from Gujarat Flurochemicals Limited in 2012 vide a registered sale deed and that it is the rightful owner of the said land. Furthermore, the Objector has provided a history of transfer in respect of this property since 1993 and the name of PACL does not find mention in the same as a registered owner of the subject property.

In this regard, it is stated that the documents received by the Committee in respect of MR No. 15145-26 contain an Agreement to Sell dated 09.04.2002 between S. Salahudeen and PACL Ltd, an Agreement to Sell dated 09.04.2002 between Tarlochan Singh and PACL Ltd. and a General Power of Attorney executed by S. Salahudeen in favour of Tarlochan Singh dated 05.05.2003. However, the Committee is not in receipt of any documents stating as to how Mr. Tarlochan Singh got a right/interest in the subject property.

In light of the above, you are hereby advised to provide the following:

- (i) specify as to whether the subject property has been owned by PACL Ltd., directly or indirectly, at any point of time;
- (ii) if yes, then document(s) establishing PACL's claim over the subject property; and
- (iii) details of payment(s) made for the purchase of the said property.

You are advised to provide the desired information by 21.07.2017 to the Committee.

Yours sincerely,

(For and on behalf of Justice (retd.) R.M. Lodha Committee)

BEFORE THE OFFICE OF MR. JS. R.M. LODHA (RETD.) COMMITTEE Constituted to look after PACL Matters The Ashok, Annexe Building, (Oudh Corridor), 50 B, Chanakyapuri, New Delhi 110 021

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Dated: 15.06.2017

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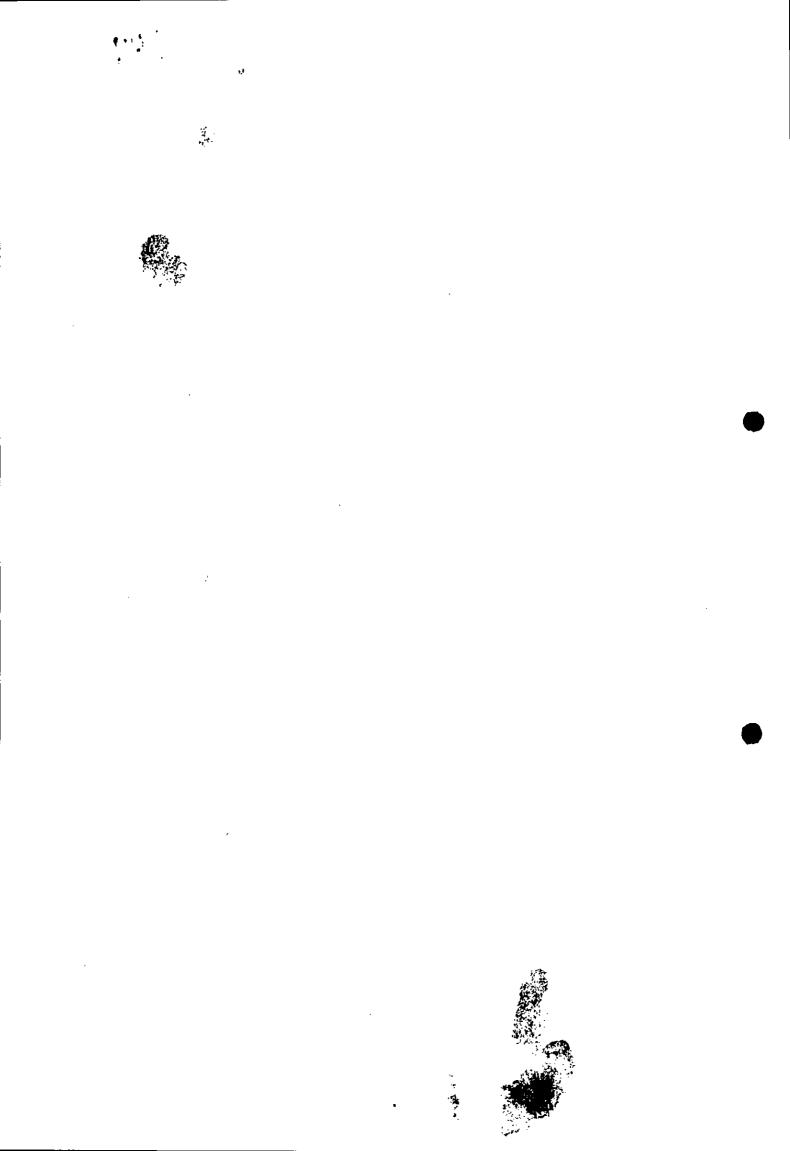
PRAYER: Inox Renewables Limited being the legal and exclusive owner and in possession of the Land ad-measuring 21.49

Acres (8.70.5 Hectares) falling in Survey Nos. 252/3A

(measuring 6.301 Acres), 252/2 (measuring 3.261 Acres), 252/3B (measuring 4.324 Acres) and 252/1 (measuring 7.586 Acres), situated in the revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu to M/s. Inox Renewables Limited SEEKS deletion of the land, as recorded vide entry / M.R. No. 15145-16 from the website www.auctionpacl.com of the Hon'ble Committee.

RESPECTFULLY SHOWETH:

- 1. That M/s. Inox Renewables Limited (here-in-after referred to as ("Applicant") is engaged in the business of development and running windfarms across Rajasthan, Maharashtra, Madhya Pradesh and Tamil Nadu, and is being represented through the Company Secretary & Legal Head of its Group Company M/s Inox Wind Limited Mr. Kalyan Ghosh, who is duly authorised and well conversant with the facts of this case.
- 2. That in order to develop wind farms in the state of Tamil Nadu, the Applicant Company purchased 21.49 Acres (8.70.5 Hectares) of land, falling in Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B (4.324 Acres), and 252/1 (7.586 Acres); situated in revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu (here-in-after referred to as the "subject Land") from M/s. Gujarat Flurochemicals Limited vide Conveyance/ Sale deed being Non-Metro/VA vide No. 4194/2012 dated 18.10.2012 for the total sale consideration of Rs. 6,96,400/- (Rupees six hundred ninety-six thousand four hundred only), duly registered before the office of the Sub- Registrar, Kayathar. A copy of the Conveyance/ Sale deed dated 19.10.2012 executed by M/s. Gujarat Flurochemicals Limited in favour of the Applicant Company is annexed herewith and marked as ANNEXURE: A-1.
- 3. That after purchase of the said land, the Applicant Company developed and commissioned a 2 MW Wind Turbine Generator (here-in-after referred to as the "WTG"), which is known as "Chettikurichi Project", and the subject land as well as the WTG is under exclusive ownership and possession of the Applicant Company.



- 4. That the Applicant Company purchased the subject land to develop the wind farm on the same, after duly examining and verifying the entire set of chain of previous ownership records/ documents being maintained before the office of Sub-registrar, Kayathar, and after being fully satisfied with such chain of documents/ conveyance deeds, the Applicant Company decided to purchase the subject land. The said chain of previous ownership records/ documents/ conveyance deeds are as under:
 - That as already stated that the Applicant purchased the subject (i) from M/s. Gujarat Flurochemicals Limited Conveyance/ Sale deed being Non-Metro/VA vide No. 4194/2012 dated 18.10.2012. The chain of conveyance documents suggests that M/s. Gujarat Flurochemicals Limited purchased the subject land in 2009 from one Sh. Suresh Kannan, S/o Velsamy Pandian, R/o 11/6, Sub- Registrar Office Street, Kayathar, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu vide Conveyance/ Sale deed being Non- Metro/VA vide No. 2621/2009 dated 05.10.2009 for the total sale consideration of Rs. 1,17,518/- (Rupees one lac seventeen thousand five hundred eighteen only), duly registered before the office of the Sub-Registrar, Kayathar. A copy of the Conveyance/ Sale deed dated 05.10.2009 executed by Sh. Suresh Kannan in favour of M/s. Gujarat Flurochemicals Limited in respect of the subject land is annexed herewith and marked as ANNEXURE: A-2.
 - (ii) That said Sh. Suresh Kannan, S/o Velsamy Pandian became the owner of the subject land by purchasing the same from one Sh. Sathyamangalam A. Salahudeen, S/o Sh. Abdul Rahman, R/o. Ambilivivas, 408, Vettuvazhi, Chadya Mangalam, 7, Kottarakkara, District - Quilon, Kerala through his duly

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constituted Attorney Sh. G. Arunmugam, S/o Sh. Gopal Konar, R/o. Door No. 30/5, Sakhti Vinayagar, Koli Street, Sannathu, Pudukkudi Village (authorised through duly Registered Power of Attorney being document No. 216/2009, dated 17.06.2009, registered with the office of Registrar, Tenkasi District) vide Conveyance/ Sale Deed being Document No. 1714/2009 dated 06.07.2009 for the total sale consideration of Rs.1,17,518/-(Rupees one lac seventeen thousand five hundred and eighteen only), duly registered with the office of the Sub- Registrar, Kayathar. A copy of the Conveyance/ Sale deed dated 06.07.2009 executed by Sh. Sathyamangalam A. Salahudeen through his duly constituted attorney Sh. G. Arunmugam in favour of Sh. Suresh Kannan in respect of the subject land is annexed herewith and marked as ANNEXURE: A-3.

(iii) That said Sh. Sathyamangalam A. Salahudeen, S/o Sh. Abdul Rahman became the owner of the subject land measuring 21.49 acres (8.70.50 Hectares) in the year 1993, after having purchased each of the four Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B (4.324 Acres) and 252/1 (7.586 Acres) from four different sets of land owners, vide four different Sale Deeds, having the following descriptions:

Sl. No	Revenue Survey Nos.	Area in Acres	Details of Previous Owner(s) /Seller(s)	Sale Deed Description	Name of the Purchaser	Sale Consideration (in INR)
1.	252/1	7.586	Sh. Savarippan S/o. Devasagaya R/o. Vellalankottai village, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu	Dated 29.04.1993, Vol No.952, Page No.153, 462,1993	Sh. A. Salahudeen S/o. Abdul Rahman R/o. Ambilivivas 408,Vettuvazhi, ChadyaMangalam, 7, Kottarakkara, Quilon, District Kerala	15,200/-

						
2.	252/2	3.261	Sh. Sebasthian	Dated	Sh. A. Salahudeen	6,560/-
			S/o. Sh. Sebasthian	29.04.1993,	S/o. Abdul	
			R/o. Vellalankottai	Vol	Rahman R/o.	
İ			village,	No.952,	Ambilivivas	
			_	Page	408,Vettuvazhi,	
•			Taluk- Kovilpatti,	No.153,	ChadyaMangalam,	
			District Thoothukudi,	462,1993	7, Kottarakkara,	
			Tamil Nadu		Quilon, District	
1					Kerala	
3.	252/3A	6.301	Sh. Madasamy	Dated	Sh. A. Salahudeen	12,620/-
			Thever		S/o. Abdul	,
					Rahman R/o.	
	-		S/o. Subbiah Thever	29.04.1993,	Ambilivivas	
			R/o. Vellalankottai	Vol (408, Vettuvazhi,	
			village,	No.952,	ChadyaMangalam,	
			Taluk- Kovilpatti,	Page	7, Kottarakkara,	
			District Thoothukudi,	No.169,	Quilon, District	
			Tamil Nadu	467,1993	Kerala	
4.	252/1	7.586	Sh. Savarippan	Dated	Sh. A. Salahudeen	15,200/-
			S/o. Devasagaya		S/o. Abdul	
			R/o. Vellalankottai		Rahman R/o.	į
			village,	29.04.1993,	Ambilivivas	
			Taluk- Kovilpatti,	Vol	408, Vettuvazhi,	
			District	No.952,	ChadyaMangalam,	
			Thoothukudi,	Page	7, Kottarakkara,	
			Tamil Nadu	No.153,	Quilon, District	
				462,1993	Kerala	
5.	252/3A	6.301	Sh. Madasamy	Dated	Sh. A. Salahudeen	12,620/-
			Thever		S/o. Abdul	
			S/o. Subbiah Thever		Rahman R/o.	
			R/o. Vellalankottai	29.04.1993,	Ambilivivas	
			village,	Vol	408, Vettuvazhi,	
				No.952,	ChadyaMangalam,	
			Taluk- Kovilpatti,	Page	7, Kottarakkara,	
			District Thoothukudi,	No.169,	Quilon, District	
			Tamil Nadu	467,1993	Kerala	
6.	252/2	3.261	Sh. Sebasthian	Dated	Sh. A. Salahudeen	6,560/-
0.		5.201		29.04.1993,	S/o. Abdul	0,500/-
			S/o. Sh. Sebasthian	Vol	Rahman R/o.	
			R/o. Vellalankottai	No.952,	Ambilivivas	
			village,	Page	408, Vettuvazhi,	
			Taluk- Kovilpatti,	No.153,	ChadyaMangalam,	
			District Thoothukudi,	462,1993	7, Kottarakkara,	
					Quilon, District	
			Tamil Nadu		Kerala	
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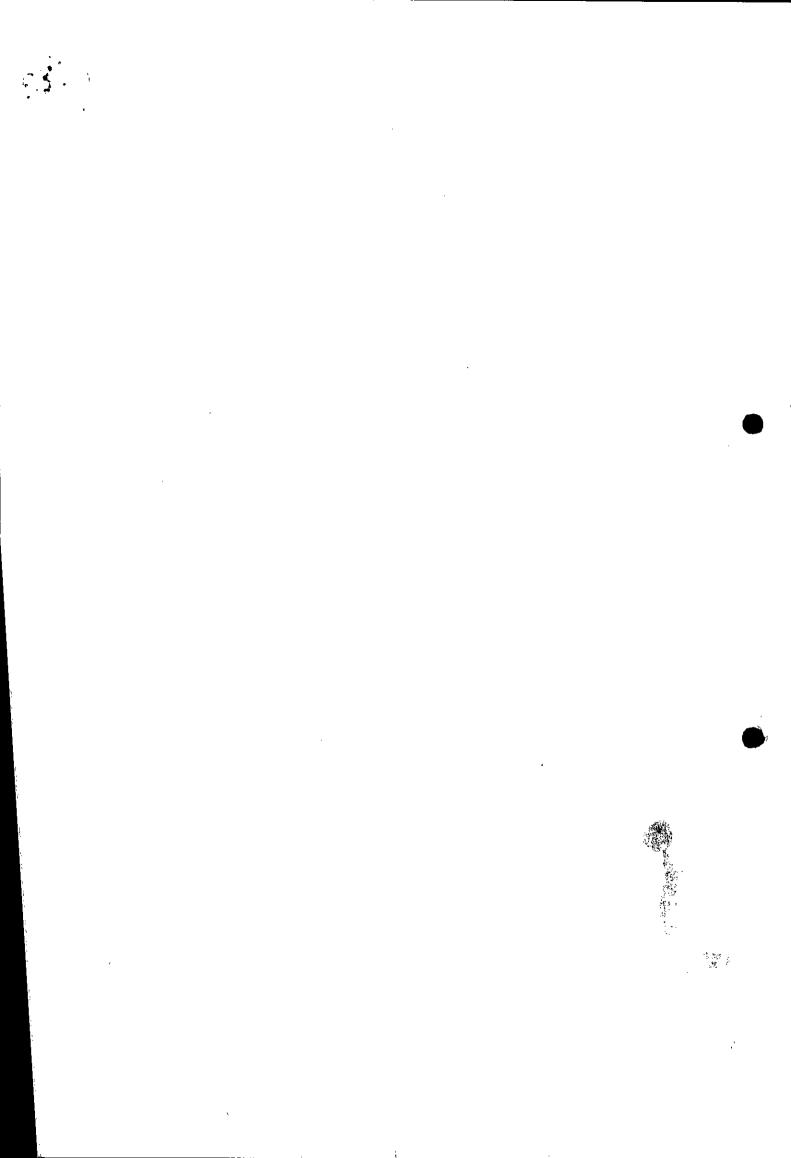
Copies of the Conveyance/ Sale Deeds executed by the land owners of the respective four Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261

Acres), 252/3B (4.324 Acres) and 252/1 (7.586 Acres) in favour of Sh. Sathyamangalam A. Salahudeen, S/o Sh. Abdul Rahman, forming parts of the subject land are annexed herewith and collectively marked as **ANNEXURE**: A-4 (Colly).

- 5. That after running the wind farm business including the "Chettikurichi Project" on the subject land, for a number of years, recently i.e. in the beginning of 2017, under its strategic business plan to exit from the wind farm business, the Applicant Company decided to sell out its assets including the "Chettikurichi Project" containing the 2 MW WTG as well as the subject land to a prospective customer/ bidder, besides selling the other wind farm projects. In this regard, a detailed tripartite Business Transfer Agreement dated 07.03.2017 was entered into by the Applicant Company with the successful bidder M/s IVY Eco Energy Pvt. Ltd. A copy of the Business Transfer Agreement dated 07.03.2017 is annexed herewith and marked as ANNEXURE: A-5.
- 6. That pursuant to entering the Business Transfer Agreement dated 07.03.2017, and under its endeavour to transfer the "Chettikurichi Project" containing the 2 MW WTG as well as the subject land to the buyer M/s IVY Eco Energy Pvt. Ltd., in the month of March 2017 itself, approached the office of Sub- Registrar, Kayathar seeking conveyance of the subject land of the "Chettikurichi Project" to the said customer and to register the requisite Conveyance/Sale Deed, in this regard.

However, the Applicant Company was shocked to be intimated by the office of the Sub-Registrar, Kayathar that on account of a Letter dated 25.11.2016 received from the office of the Tehsildar, Kovilpatti to the effect that since the subject land is part of the subject matter of a fraud case relating to illegal collection of money from general public by M/s. PACL India Limited, Kovilpatti Circle, District Thoothukudi,





Tamil Nadu and that there is a stay order passed for purchase or sale or registration, transfer of the Patta of the subject land; therefore, the office of the Sub-Registrar has been directed not to register any Conveyance/ Sale Deed pertaining to the Patta of the subject land, as duly described in the list attached with the said Letter, which included the description of the subject land also. A copy of the Letter vide Ref. No. Na. Ka. B2/9677/16, dated 25.11.2016 with copy of the enclosed list containing the description of the subject land, is annexed herewith and marked as ANNEXURE: A-6.

7. That further inquiry from the Applicant Company also revealed that despite the subject land being owned by the Applicant since 2112, and prior to that by the afore-mentioned respective owners, the same has been illegally and unauthorisedly made part of the illegal investments made by PACL Ltd. and its promoters, being undertaken through fake transactions and by creating false and frivoulous documents, in order to establish investment of the money being illegally and unauthorisedly collected from the public from the state of Tamil Nadu.

It was further revealed that in this regard, the matter is ceased of before the Hon'ble Supreme Court of India in the case being titled as "PACL Ltd Vs. Securities and Exchange Board of India (SEBI) and Others". Civil Appeal No 13394/2015. It was also revealed that in compliance of the Order dated February 02, 2016, passed by the Hon'ble Supreme Court of India, the Hon'ble Committee being known as "MR. JS. R.M. LODHA (RETD.) COMMITTEE, constituted to look after PACL Matters" has been constituted by SEBI for disposing the properties of Company i.e. PACL Ltd., so that the sale proceeds can be paid back to the legitimate investors. Thus, nobody else except this Committee is authorized to deal with the properties of PACL Ltd., or properties wherein PACL Ltd., has illegally and unauthorisedly acquired any alleged interest/ right there-in, directly or indirectly. It

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was also informed that all such properties having any direct or indirect relations with PACL Ltd. are fully described on the website "www.auctionpacl.com" being managed and maintained by the office of the Hon'ble Committee.

- 8. That the officials of the Applicant Company instantly visited the website of the Hon'ble Committee, namely "www.auctionpacl.com", where, to the utter dismay of the Applicant, it was revealed for the first time that the subject land, being the subject matter of M.R No. 15145-16, has been illegally and unauthorisedly alleged to have been sold by Sh. Salahudeen, S/o. Sh. Abdulrahman, R/o. 408, Ambilinivas, 7, Vettuvazhi, Chadayamangalam, Kerala to Sh. Tarlochan Singh (the promoter of M/s. PACL India Limited), S/o. Sh. Sadhu Singh, R/o Village & Post Bhojemajra, Taluk & District Ropar, Punjab. A copy of the List of Land containing the description of the subject land having M.R No. 15145-16 as well as other land, as downloaded and printed from the official website of the Hon'ble Committee, namely "www.auctionpacl.com" is annexed herewith and marked as ANNEXURE: A-7.
- 9. That in addition to the afore-said, the website "www.auctionpacl.com" also indicated that attachment to the entry/

 M.R. No. 15145-16 dealing with the subject land also contained THREE set of following Documents, as described here-in-below:
 - (i) An un-registered and un-notorized <u>Agreement to Sell, dated</u>
 <u>09.04.2002</u>, purported to have been executed by Sh. Salahudeen,
 S/o Sh. Abdulrahman, R/o 408, Ambilinivas, 7, Vettuvazhi,
 Chadayamangalam, Kerala in favour of M/s. PACL India
 Limited. Strangely, the alleged <u>Agreement to Sell is</u>
 <u>unregistered</u> and is printed on the stamp paper (dated
 05.03.2002) of Rs. 50/- (Rupees fifty only), shown to have been

purchased from Karkardooma Courts, Shahadara, Delhi-110092. As per said ATS, M/s PACL India Limited is shown to have allegedly purchased the subject land for the total sale consideration of Rs. 6,48,440/- (Rupees six lac forty eight thousand four hundred forty only). Out of the said sale consideration, only a part payment of Rs. 1,60,000/- (Rupees one lac sixty thousand only) is shown to have been paid that too in cash by M/s. PACL India Limited, and there is no proof attached towards the payment of the balance sale consideration of Rs. 4,88,440/- (Rupees four lac eighty eight thousand four hundred and forty only). A copy of the alleged un-registered and unnotorized Agreement to Sell dated 09.04.2002, purported to have been executed by Sh. Salahudeen in favour of M/s. PACL India Limited is annexed herewith and marked as **ANNEXURE: A-8.**

An un-registered and un-notorized Agreement to Sell, dated (ii) 09.04.2002, purported to have been executed by Sh. Tarlochan Singh (promoter of M/s PACL India Limited), S/o. Sh. Sadhu Singh, R/o. Village & Post- Bhojemajra Taluk & District Ropar, Punjab in favour of M/s. PACL India Limited for the total sale consideration of Rs. 9,02,990/- (Rupees nine lac two thousand nine hundred ninety only). Out of the said sale consideration, only an amount of Rs. 2,25,000/- (Rupees two lac twenty five thousand only) is purported to have been paid by M/s. PACL India Limited, that too in cash and there is no proof attached towards the payment of the balance sale consideration of Rs. 6,77,990/-(Rupees six lac seventy seven thousand nine hundred and ninety only). Strangely, the alleged Agreement to Sell is unregistered and is printed on the stamp paper (dated 05.03.20002) of Rs. 50/-(Rupees fifty only), shown to have been purchased from Karkardooma Courts, Shahadara, Delhi-110092. A copy of the

alleged un-registered and un-notorized Agreement to Sell dated 09.04.2002, purported to have been executed by Sh. Tarlochan Singh in favour of M/s. PACL India Limited is annexed herewith and marked as **ANNEXURE**: A-9.

- (iii) A General Power of Attorney, dated 05.05.2003, purported to have been executed by Sh. Salahudeen, S/o. Sh. Abdulrahman, R/o. 408, Ambilinivas, 7, Vettuvazhi, Chadayamangalam, Kerala, nominating, appointing and constituting Sh. Tarlochan Singh (promoter of M/s PACL India Limited), S/o. Sh. Sadhu Singh, R/o Village & Post - Bhojemajra, Taluk & District - Ropar, Punjab as the true and lawful attorney on a stamp paper of Rs.100/- (Rupees one hundred only) alleged to have been executed and registered in the office of Sub-Registrar, Kayathar. The alleged General Power of Attorney empowers Sh. Tarlochan Singh (promoter of M/s PACL India Limited) to allegedly transfer by way of sale, gift, lease, mortgage, exchange or otherwise deal in any manner with the subject land. A copy of the alleged General Power of Attorney dated 05.05.2003, purported to have been executed by Sh. Salahudeen in favour of Sh. Tarlochan Singh (promoter of M/s PACL India Limited) is annexed herewith and marked as ANNEXURE : A-10.
- 10. That perturbed by the afore-mentioned unwarranted revelations, and in order to verify and ascertain its rights and title over the subject land, in the month of March 2017 itself, the Applicant Company got inquired about the existing ownership on the **Patta** of the subject land from the revenue records, as maintained by the Revenue Department of the Govt. of Tamil Nadu, which to the respite of the Applicant revealed that the subject land comprising of Revenue Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B (4.324 Acres) and 252/1

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(7.586 Acres), total ad-measuring 8.70.50 Hectares, situated in revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu, is duly recorded as Patta No. 1910 in the name of the previous owner Sh. Suresh Kannan, S/o Sh. Velsamy Pandian, R/o. 11/6, Sub- Registrar Office Street, Kayathar, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu, who sold the subject land to M/s Gujarat Flurochemicals Limited vide Conveyance/ Sale deed being Non-Metro/VA vide No. 4194/2012 dated 18.10.2012, and from whom, the Applicant Company, finally purchased the subject land vide Conveyance/ Sale deed being Non-Metro/VA vide No. 4194/2012 dated 18.10.2012. A copy of the Patta No. 1910 containing the description of subject land and its actual owner, during the relevant point in time, as maintained by the Revenue Department of the Government of Tamil Nadu is annexed herewith and marked as ANNEXURE :A-11.

That the Applicant Company has also got examined and verified the 11. records of the subject land from the office of the concerned Sub-Registrar, Kayathar for the period of 11 years from 1976 till 1986 as well as for the subsequent period of 31 years from 01.01.1987 till 11.03.2017, and applied for obtaining certified copy of the "Certificate of Encumbrance on Property/ Non-Encumbrance Certificate". The certified copy of the "Certificate of Encumbrance on Property/ Non-Encumbrance Certificate" dated 13.03.2017 as issued by the office of the Sub-Registrar, Kayathar contains the description of the respective owners/sellers and purchasers as well the Conveyance/Sale Deeds being executed from the Year 1993 till 2012 (Till date), as duly stated in the preceding para nos. 2, 4(i), 4(ii) and 4(iii), in its true order, besides suggesting that clearly indicates that there are no encumbrances on the subject land. & copies of the Certificate of Encumbrance on Property/ Subject Land, issued by the

office of concerned Sub-Registrar, Kayathar is annexed herewith and marked as ANNEXURE: A-12 (colly).

That in the light of the afore-mentioned facts and discussions, it is 12. apparent that the Applicant Company is the actual owner and in possession of the subject land as well as 2 MW WTG installed thereof known as "Chettikurichi Project" and the same can be inferred and proved from perusal of the afore-mentioned chain of Registered Sale Deeds of the subject land being Annexures -3, 4 and 5 (Colly.) being executed and registered in the name of the previous respective owners as well as the Sale Deed being Annexure-1 executed and registered in favour of the Applicant Company, which are duly registered with the office of concerned Sub-Registrar, Kayathar besides also being corroborated from the perusal of the Certificate of No-Encumbrance on the Property/ subject land as issued by the office of concerned Sub-Registrar, Kayathar being Annexure-12. The Revenue Records of the Patta being No.1910 being Annexure-11 also corroborates the contentions of the Applicant.

The Applicant Company purchased the subject land while undertaking all due diligence process and on the basis of the aforementioned chain of documents duly executed and registered before the office of the concerned Sub- Registrar, Kayathar, which are as discussed in para nos. 2 and 4 of this Application. Therefore, it is evident that the Applicant is the rightful and bonafide purchaser of the subject land.

13. That on the contrary, without prejudice to the above, it is also relevant to state here that all the THREE documents being allegedly executed in favour of M/s PACL India Limited or its promoter Sh. Tarlochan Singh, more particularly, the two Agreements to Sell, both dated 09.04.2002, one allegedly executed by Sh. Salahudeen, S/o Sh.

Abdulrahman, in favour of M/s. PACL India Limited and the other allegedly executed by Sh. Tarlochan Singh (promoter of PACL India Limited) in favour of M/s. PACL India Limited, as discussed in of the no. present Application being preceding para UNREGISTERED and insufficiently stamp, can not be relied upon and read in evidence in terms of the provisions of Section 17 of the Registration Act, 1908 as well as under the Indian Evidence Act, 1872. It is pertinent to mention here that as per Section 17 of the Registration Act, 1908, all documents other non-testamentary instruments, which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property, compulsorily requires registration. In this regard, Hon'ble Supreme Court as well as various High Courts passed numerous landmark judgements, and the Applicant seeks leave of this Hon'ble Committee to refer to and rely upon such judgments, during the course of the hearing of this Application.

It is also stated that the said ATS's besides being unregistered, also merely states about payment of part payments that too, in cash and there exists no proof to the effect that the entire sale consideration as mentioned in the two ATS's have been paid by M/s PACL India Limited or its promoter Sh. Tarlochan Singh, to the alleged owner Sh. Salahudeen. Therefore, for want of payment of the entire sale consideration and insufficiently stamped also, the said two ATS's can suppose to pass any ownership rights of the subject land over M/s PACL India Limited or its promoter Sh. Tarlochan Singh, and thus, renders these documents/ ATS's completely unreliable being the product of an act of complete fraud committed at the behest of M/s. PACL India Limited and/or its promoters, directors and officials etc., which is highly deplorable, and non-sustainable in law.

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- 14. That the Applicant affirms and declare that the neither the Applicant Company, nor its prompters, directors and officials have any association, either direct or indirect, with M/s. PACL India Limited and/or its promoters, directors, representatives and/or officials, in any manner whatsoever.
- That in the light of the above discussions, it is crystal clear that the 15. Applicant is a bonafide purchaser having purchased the subject land on the basis of Registered Sale Deeds, which are absolutely legal and valid. On the other hand, the transaction purported to have been executed by Sh. Salahudeen in favour of M/s. PACL India Limited and by Sh. Tarlochan Singh in favour of M/s. PACL India Limited is absolutely a sham and bogus transaction, which is contrary to the law and the law as laid down by the Hon'ble Supreme Court, in this regard. In addition, perusal of the "Certificate relating to No- Encumbrance in Property" as issued by the office of concerned Sub-Registrar, Kayathar in respect of the subject land corroborates the afore-mentioned Sale deeds (Annexures - 1, 2,3 &4), as it also shows the afore-mentioned respective owners/sellers and purchasers as well as the Sale Deeds being executed from the Year 1993 till 2012, in true orders. From the aforesaid, it is clear that the transaction of the Applicant towards purchase of the subject land is absolutely genuine and legal and as such the subject land is liable to be released in favour of the Applicant from the auction drive initiated by Justice (Retd.) R.M. Lodha Committee, and requires kind indulgence of this Committee for deletion of the description of subject land from the website www.auctionpacl.com, as recorded under entry/ M.R No. 15145-16.
- That present Application is being moved bonafidely and in the interest of justice, and immense prejudice and irreparable loss and injury is going to be caused to the Applicant, both financially as well as reputation wise, if in case, the relief as sought under the present

Application is not granted to the Applicant. Infact, non-grant of relief will severely affect the very prospect of the Business Transfer Agreement dated 07.03.2017, which the Applicant Company has entered with the buyer company under its strategic business plan to exit from the wind farm business.

PRAYER

It is therefore, prayed in the facts and circumstances as stated above that this Hon'ble Committee may kindly be pleased to pass the following orders/ directions:

- (a) To provide a personal hearing to the Applicant to present its case and submissions before this Hon'ble Committee; and
- (b) To delete the description of the subject land, ad-measuring 21.49 Acres (8.70.5 Hectares) of land, falling in Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B (4.324 Acres), and 252/1 (7.586 Acres); situated in revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu, from the website www.auctionpacl.com, as recorded under entry/ M.R No. 15145-16; and
- (c) To direct the office of concerned Tehsildar, Kovilpatti to recall/withdraw the directions being issued by his office to the Sub-Registrar, Kayathar for not registering the Sale Deed pertaining to the Patta of the subject land and recall/delete/withdraw the description of the subject land from the List of Properties enclosed with his Letter vide Ref. No. Na. Ka. B2/9677/16, dated 25.11.2016 (Annexure-6); and
- (d) To direct the office of concerned Sub-Registrar, Kayathar to consider conveyance of the subject land ad-measuring 21.49 Acres (8.70.5 Hectares) of land, falling in Survey Nos. 252/3A (6.301 Acres), 252/2 (3.261 Acres), 252/3B (4.324 Acres), and

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252/1 (7.586 Acres); situated in revenue village of Vellalankottai, Taluk- Kovilpatti, District Thoothukudi, Tamil Nadu and to register the sale deed executed by the Applicant in favour of its buyer, and/ or

- (e) To pass an ad-interim order staying the auction of the subject land, as recorded under entry/ M.R No. 15145-16 in the website, namely www.auctionpacl.com, during the pendency of the present application; and/ or
- (f) To pass any such order(s)/ direction(s), as this Hon'ble Committee may dim fit and proper, in the fitness of things and in the interest of justice, and in the facts and circumstances stated above.

Thanking you,

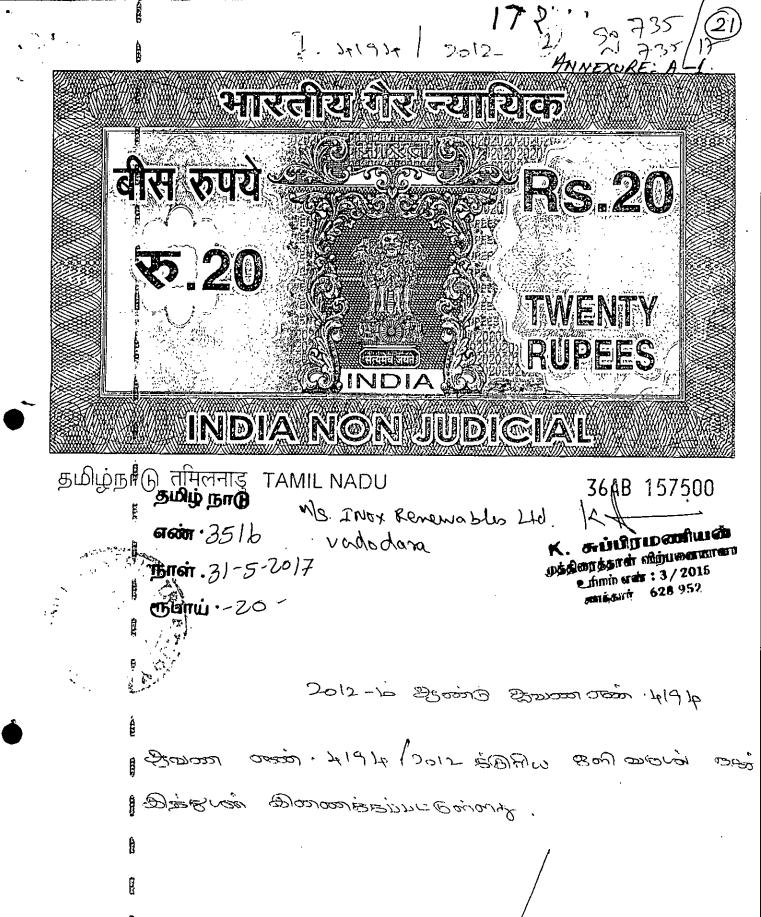
FILED BY:

New Delhi

Dated: 15.06.2017

Sudhir Kumar, Advocate Regn. No. D/534/1996(R) Counsel for the Applicant India International Jurists

Advocates, Solicitors & Legal Consultants 1201-B, Antriksh Bhawan 22, Kasturba Gandhi Marg, New Delhi 110 0001 (India) Phone Nos. +91-11-41036888 +91-11-41037888



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Into Renowalds Ltd Vadodara

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TAMIL NADU.

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SALE DEED RS.6,96,400/-

SALE DEED executed at Kayathar, Thoothukudi District, TamilNadu State on this 19th day of October 2012: in favour of

M/s INOX RENEWABLES LIMITED, having its Registered Office of the company at Survey No. 1837 & 1834, At Moje Jetalpur, ABS Tower, 2nd Floor, Old Pagra Raod, Vadodara - 390 007, Gujarat State, India represented by its Authorized person Mr.MANOJ SHAMBHU DIXIT S/o.Thiru.Shambhu Sharan Dixit, residing at A/29, 2nd Floor, Sector -53, Noida - 201 301 hereinafter called as the VENDEE (Which expression shall. Where the context so admits mean and include their successors in-Office and assigns)

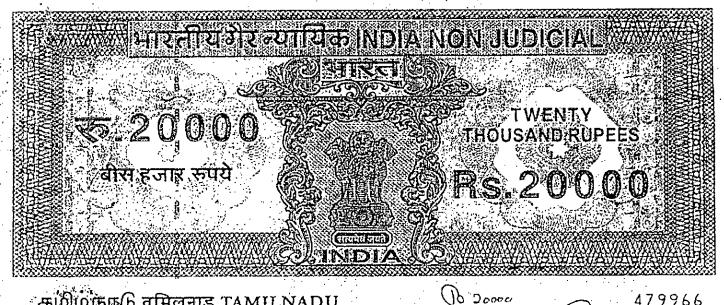
VEM DOR (FOR MIS. QUINRAT FLUOROCHEMICALS LTD.)

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(FOR MISINOXIRENEWABLES LTD.)

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STAMP VENDOR, L.No. 2/200 2. Thirupugai Street.

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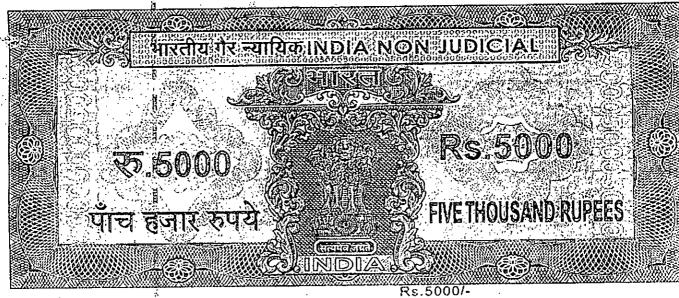
(2)

M/s.GUJARAT FLUOROCHEMICALS LIMITED, having its Registered Office of the company at Survey No. 16/3, 26-27; Ranjit Nagar, Taluka Ghogamba, Distt, Panchmahal – 389 380, Gujarat State, India represented by its Senior Manager - Projects Mr. MANOJ SHAMBHU DIXIT S/o.Thiru.Shambhu Sharan Dixit, residing at A/29, 2nd Floor, Sector -53, Noida – 201 301 hereinafter called as the VENDOR (Which expression shall where the context so admits, mean and include his heirs, executors, administrators and legal representatives). (PAN NO:14EJPD3844E)

VENDOR.

(For Mis. NOX RENEWABLES LTD.)

क्रिकासक विश्वविद्या विन्ह



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LAYAMKOTTAL TAMIL NADU.

(3)

#The Properties more particularly described in the schedule hereunder, absolutely belongs to the vendor herein under one Sale deed Which where registered on 05-10-2009 vide Sale Deed Documente No.2621/2009 at Kayathar Sub-Registrar's Office and the Properties are in absolute Possession and enjoyment of the Vendor.

LUOROCHEMICALS LTD.)



Rs.1000/-

2, Thirupugal Street, PALAYAMKOTTAI, TAMIL NADU.

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I more Ronewalles Ltd Vadodara

(4)

Now Vendor are desirous to sell the schedule property to Purchaser for Rs.6,96,400/- (Rupees Six Lakhs Ninety Thousand and Four Hundred only) and also the purchaser has accepted to pay the sale consideration.

رِلِوِلFor M/s.GU (AT FLUOROCHEMICALS LTD.) (For M/s.ING NEWABLES LTD,)

5-16 Bron Brogg L' Discord



69715 180CT 2012 Inox Remewalas Lod M. VELVIURUGAN STAMP VENDOR, L.No. 2/200 2. Thirupugal Street, PALAYAMKOTTAL, TAMIL NADU.

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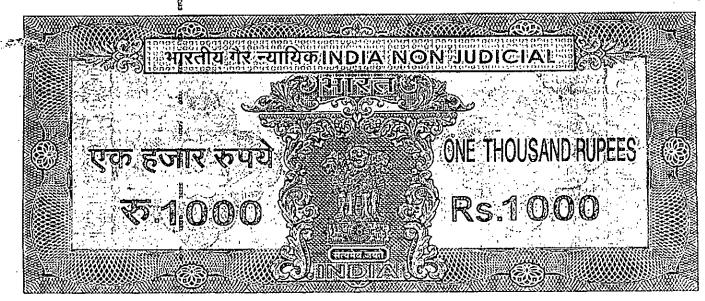
In this connection Vendor has received the entire sale consideration of Rs.6,96,400/- (Rupees Six Lakhs Ninety Six Thousand and Four Hundred only) from the Purchaser by way of Cash and also convey the sale deed and hereby handover the absolute possession of the schedule property to Purchaser.

(5)

VENDOR (For M/s.GUJARAT FLUOROCHEMICALS LTD,)

VENDEE (For M/s.INOX.RENEWABLES LTD.)

6-10 5100 \$ BOOOD & SHOWED



Rs.1000/-

V 029251

69716 980CT 2012

I nox Ronewalles Ltd.

STAMP VENDOR, L.No. 2/2003 2, Thirupugal Street, PALAYAMKOTTAI,

TAMIL NADU.

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No I Year (194/)
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NOW THIS DEED OF ABSOLUTE SALE WITNESSETH that in pursuance of the consideration of the said sum of Rs.6,96,400/-(Rupees Six Lakhs Ninety Six Thousand and Four Hundred only) remitted by the Purchaser to the Vendor at the time of the execution of this Deed, and on the receipt of the entire sale consideration the Vendors do hereby admit, acknowledge and acquit the Purchaser from any further payment and the Vendor do hereby transfer, grant, assign convey and sell unto the Purchaser by way of absolute possession of all the piece and parcel of the 8.70.5 Hectares of land comprised in survey No.252/3A, 252/2, 252/3B, 252/1 (as mentioned in detail in the schedule property) together with all rights to be owned, held, possessed and enjoyed by the Purchaser as absolute owner as on and from this date and forever free from all encumbrances of any kind whatsoever.

VENDOR (For MIS.GUJARAT FLUOROCHEMICALS LTD.) VENDEE (FOR MIS.INOX RENEWABLES LTD.)

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AMP VENDOR, L.No. 2/2003 2. This is said Street, PALAY, MKOTTAL, TAMIL NADU.

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No Year Total 2

Today the Vendor has also given the mutation of patta transfer form in the favors of the Purchaser duly signed by him.

VENDOR

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(For M/s.GU RAT LUOROCHEMICALS LTD.)

VENDEE

(For MIS INOX RENEWABLES LTD.)

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The Vendor hereby covenants with the Purchaser that all public charges, taxes, rent, rates and all other out goings payable to the Government, Municipal, Revenue, Panchayat, Urban or other local authorities so far levied and accrued due in respect of the schedule. Mentioned property is cleared till date and hereafter the Purchaser shall pay revenue Kist, taxes, rent, rates and other charges for further amenities if claimed by the concerned authorities as and from this date of taking possession of the schedule mentioned property by the Purchaser.

The Vendor represents to and assures the Purchaser that there are no encumbrances charges, claim, lien, mortgage, impendence, attachments or any proceeding pending before any other court, Tribunal, Government or other authority or any other let or hindrance on or relating to the schedule mentioned property, hereby conveyed so as in any manner or to any extent to detract from the full and absolute title hereby conveyed to the Purchaser.

The Vendor does hereby covenants and declares that the Vendor have full and absolute title, right to convey, transfer and sell the schedule mentioned property and the Purchaser can enjoy the said property with full rights absolutely and the Vendor shall and will from time to time and at all times at the request of the Purchaser do and execute and cause to be done and execute all such acts, deeds and things as the Purchaser may reasonably require at their cost for further and more perfectly assuring the title and right to the Schedule mentioned property hereby conveyed.

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VENUOR

For MIS. GUJARAT FLUOROCHEMICALS LTD.)

(For M/s. NOX RENEWABLES LTD.)

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The Vendor has on 18-10-2012 this day delivered vacant possession of the Schedule mentioned Property hereby conveyed to the Purchaser and the Purchaser has taken possession of the same. The Vendors hereby covenants with the Purchaser that the Purchaser shall and may henceforth peacefully and quietly enter into, possess and enjoy the Schedule mentioned property hereby conveyed without any let, hindrance, interruption or disturbances from any person whomsoever.

The Vendor has this day handed over all original documents of the Schedule mentioned property to the purchaser and the Purchaser has taken possession of the same.

The Vendor further covenants with the Purchaser that the Vendors shall and will at all times hereafter indemnify and keep indemnified and save harmless the Purchaser against all possible losses, claims, damages, cost and other kind of expenses or liabilities to which the Purchaser may be put to incur, suffer by reasons of any defect, flaw or deficiency in title or any mistake in respect of the Schedule mentioned property hereby conveyed.

DOCUMENT

Page 7-Tot

(For M/s.GUABAT FLUOROCHEMICALS LTD.)

VENDEE

(For MIS. NOX RENEWABLES LTD.)

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WHEREAS the Vendor do hereby declare and entrust that the Purchaser is at liberty to effect mutation of their names in the public and revenue records viz., Village, Taluk, District records. Collector Office and other revenue authorities, Electricity Board., etc without reference to the Vendor and the Vendor undertake to sign on all the forms and papers as and when required. WHEREAS the vendor covenants with the Purchaser that all stamp duties, additional stamp duty and registration charges payable to the Statutory authorities and Government in respect of this Deed will be paid by the Purchaser only.

SCHEDULE OF THE PROPERTY

State

: TamilNadu

Registration District : Palayamkottai

Sub Registration District: Kayathar

Village

: VELLALANKOTTAI

Taluk

: Kovilpatti

District

: Thoothukudi

S.No. Ayan Punja S.F.No: Extent(in Hectare)

1. 252/3A 2.55.5

2.

252/2

1.32.5

3.

252/3B

1.75.0

4.

252/1 3.07.5

Page (4

Total Extent 8.70.5 Hectares

.UOROCHEMICALS LTD,) (For M/s.GU

ĖNEWABLES LTD.)

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In Witness whereof the Vendor has signed on this DEED OF SALE and the Purchaser counter signed this Sale Deed on the day, month and year first above written in the presence of the following witnesses.

The Market value of the properties is Rs.6,96,400/- (Rupees Six Lakhs Ninety Six Thousand and Four Hundred only)

(FOR MISSEUJARAT FLUOROCHEMICALS LTD.)

(For MISUNOX RENEWABLES LTD.)

Witnesses:

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2. 8. Patheesh S/O M. Subraman 1/238, Hotel Caran Rady Conderlarpathy Calem-10

Drafted by: (M.ANDI CHETTIYAR) S/O.MariappanChettiyar, State Document writer, Lic.No.A213PLM1993, Kayathar.

> DOCUMENT No; Year Page ._ Total.

1968 - Year Tamilnadu Stamp Act - Prevention of Undervaluation 3(1) Statement

VELLALANKOTTAI VILLAGE

	Serial No:	Survey No:	Extent (in Hectare)	Market Value	
				Rs.	Ps.
	1	252/3A	2.55.5		
	2	252/2	1.32.5		
	3	252/3B	1.75.0		
,	4	252/1	3.07.5		
		Total Extent	8.70.5 * 80,000/-	6,96,400	- 00
	•		Total	6,96,400	

DOCUMENT

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(For MIS.GUJARAT FLUOROCHEMICALS LTD.)

(For MISINGX RENEWABLES LTD.)

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Tel.: +91 265 61 98111 Fax: +91 265 23 10312

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AGS Faccous, 2nd Flaur, Ald Parks, Atach, Parkels in 1996 1997 in case, Incom

Certified True Copy of the Resolution passed at the Meeting Committee of Directors for wind power projects of the company held on 26th March, 2012

"RESOLVED THAT in supersession of the resolutions passed in this behalf, Mr. Bhupesh Juneja. Head Infrastructure Projects and Mr. Manoj Dixit, Senior Manager - Projects of the Company be and is hereby severally authorized to execute the Sale deed on behalf of the company for Purchase of Land situated at Chettikurichi, Ayyanaroothu and Sivagnanapuram, Tamilnadu State.

"FURTHER RESOLVED THAT Bhupesh Juneja, Head Infrastructure Projects and Mr. Manoj Dixit, Senior Manager - Projects of the company be and is hereby severally authorized on hehalf of the company to present the deed for registration before the appropriate authorities, to admit execution thereof and to receive back the same after they have been duly registered and to do all such acts and things as are necessary to register the same and to sign all forms necessary for registration of said Sale Deeds".

"RESOLVED FURTHER THAT a certified true copy of the above resolution be given under the signature of any one of the Directors or Mr. Bhavin Desai, Company Scoretary of the Company."

> Certified True Copy For Gujarat Fluorochemicals Limited

> > BIVIN

Bhavin Desai Company Secretary

Regd. Office : Survey No. 16/3,26,27, Renjitnagar - 389 588, Taluka Ghoghamba, Dist. Ponchmahala, Superat. Velofact - 401 (2078) 2481 L

Delhi Office : Inox Tower, 17 Sector 1GA, Noida - 281 381, IP Tel.: +91 (120) 6149600 Fax: +91 (120) 6149600

Mumbai Office: 68, Jolly Maker Chambers II, Nariman Point, Mumbai - 406 021, Tel.: +91 122) 22026314, Sev. - 1220 22026389

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INOX RENEWABLES LIMITED

CERTIFIED TRUE COPY OF THE EXTRACT FROM THE MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 31° of JANUARY 2011 AT NOIDA

The Chairman Informed that the Board had approved the proposal to acquire the entire Wind Energy, Business, of his holding company, Gujarat Fluorochemicals Limited, including all its existing and it of ongoing Wind Farm Projects.

He further informed the Board that in view of the above it was proposed to give authority to officials of the Company to take necessary actions in this behalf including signing of necessary applications, documents etc.

The matter was discussed and the following resolution was passed:

RESOLVED THAT Shri Bhupesh Juneja or Shri Prateek Rana or Shri Manoj Dixit, Authorized Signatorres of the Company be and are hereby severally authorized to do all such acts deeds matters and things and sign all the necessary documents including applications, sub lease agreement. Power Rurchase Agreement with Electricity Board, letters, correspondence, affidavit, petition etc with respect to acquisition of all the existing or ongoing Wind Farm Projects of Gujarat Fluorochemicals Limited anywhere in India.

"RESOLVED FURTHER THAT Shri Bhupesh Juneja, Shri Prateek Rana and Shri Manoj Dixit Authorized Signatories of the Company be and are hereby severally authorized to delegate the above powers to any of the officials of the Company."

> Cedifiéd True Copy For Inox Ronewables Limited

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DOCUMENT COLUMN

Page LATotal

INOX RENEWABLES LIMITED Plot No. 17, Sector 16 A, Noida 201301 (UP) India. Phone: +91 120 6149600 Fax +91 120 6149610

Regd, Office: Survey no. 1837 & 1834 At Moje Jetalpur, ABS Tower, 2nd Floor, Old Padra Road, Vadodara 390007, Gujarat, India

Model of pion of money of the

न्यार तेखा भंग्या IPERMANENT ACCOUNT NUMBER | AEUPD3844E



MANOJ SHAMBHU DIXIT

RITI DI MINI PEATHERS NAME SHAMBHU'SHARAN DIXIT

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25-09-1972

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11/2-

CHIEF COMMISSIONER OF INCOME TAX, NASHIN

AEJPD3844E



THE TRANS MANOJ SHAMBHU DIXIT

REW OF WATHERS DAVID SHAMBHU SHARAN DIXIT

पन जिला /DATE OF BIRDS 25-00-1972

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Sub Registrar Kayathar



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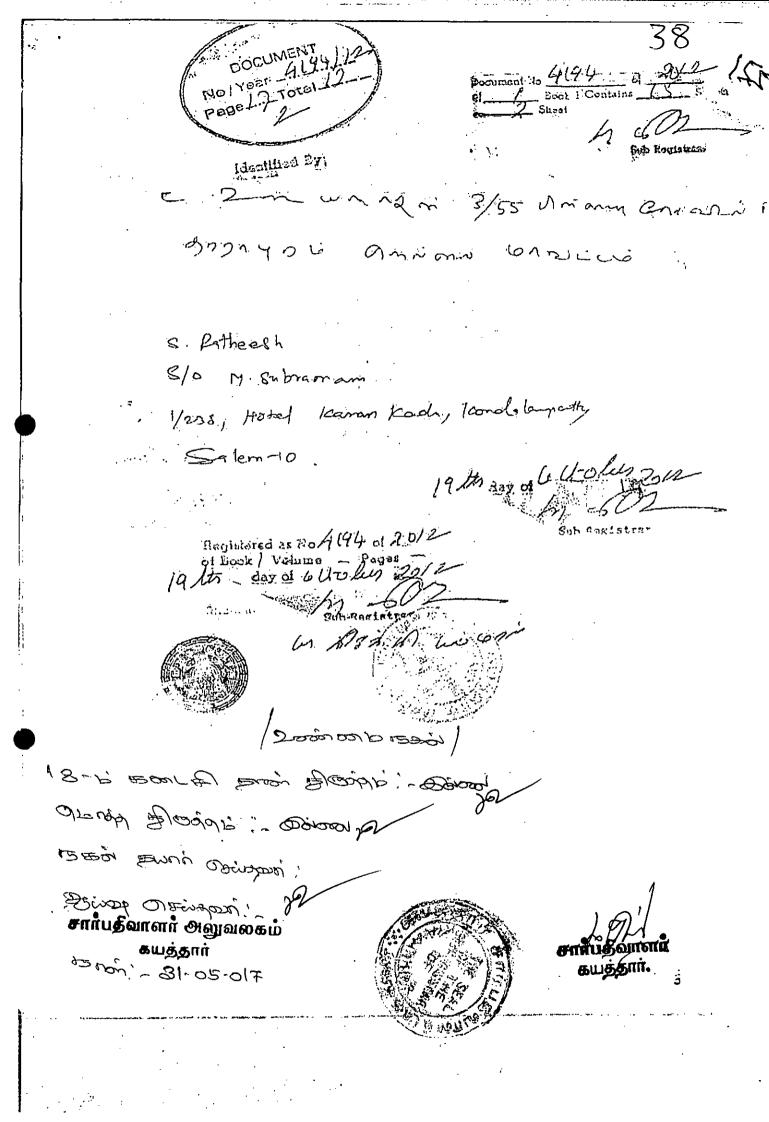


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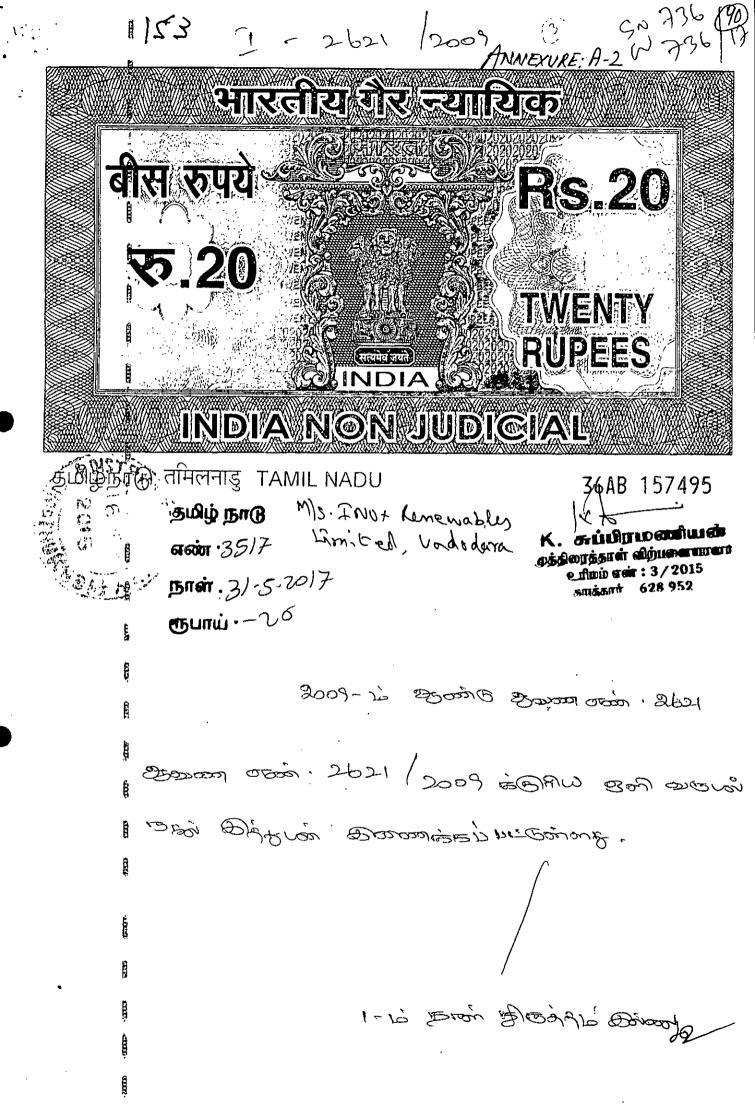
சார்பதிவாளர் அலுவ**லகம்** கயத்தார்

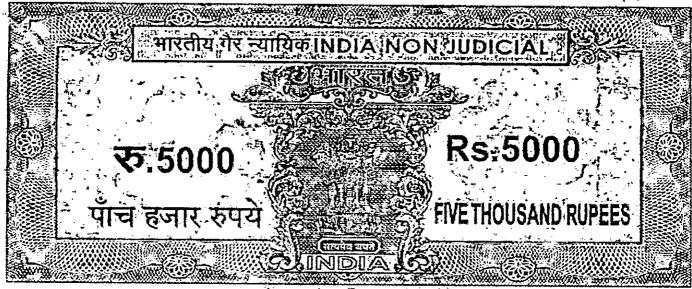
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சாங்த்வா**ள்** கயத்தார்.





10238 415-10-2009.

MIS: GUJarat FROLOYD Chemicals Ltd.

Noida.

C 929291

ருபாய் 5000/-

SALE DEED RS.1.17.518/- MARKET VALUE RS.1.17.518/-

THIS . SALE DEED executed at Kayathar, Thoothukudi District, TamilNadu State on this 5th day of October 2009:

in favour of

M/s.GUJARAT FLUOROCHEMICALS LIMITED, having its Registered Office at INOX TOWERS No. 17, Sector - 16A, Noida, U.P represented by its General Manager Mr.T.R.MELROY S/o.Thiru.TM RAPHAEL aged 42 Years, residing at \$29236_ BETHEL, THAZHUPPIL, JUNIOR JANATHA, VYTTILA, COCHIN - 682 019, KERALA STATE hereinafter called as the VENDEE (Flection Identity Carol No. LNH 2323347)

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தம்பிற்ற சடு 10239 Voida.

F 987842 កសម្រាប់ 1000/-

(Which expression shall, Where the context so admits mean and include their successors in-Office and assigns) is to show that:

Mr.SURESH KANNAN S/O Velsamy pandian residing at 11/6, Sub Registrar Office Street, Kayathar, Kovilpatti Taluk, Thoothukudi district, Tamilnadu State (Driving Licence No: R/TN/69Z/000436/2005) hereinafter called as the VENDOR (Which expression shall where the context so admits, mean and include his heirs, executors, administrators and legal representatives);

VENDOR

VENDEE

भारतीया गोर न्यायिक भारत INDIA

5500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU

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MIS. Gustrat Fluoro Chamitals Ital.,

8 865690 **ரூபாய் 590**/ -

வி. அந்தோணிசாகி, S. R. O. ஸ்டாம்ப் வென்டர்

உரிமம் என் : 341/79

The Properties more particularly described in the schedule hereunder, absolutely belongs to the vendor herein under one Sale deed Which where registered on 06-07-2009 vide Sale Deed Document No.1714/2009 at Kayathar Sub-Registrar's Office and the Properties are in

absolute Possession and enjoyment of the Vendor.

Now Vendor are desirous to sell the schedule property to Purchaser for Rs.1,17,518/- (Rupees One Lakh Seventeen Thousand Five Hundred and Eighteen only) and also the purchaser has accepted to pay the sale consideration.

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Rs. 500

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M/s. Gregorat Flacoro Chemicals Itali, Noida.

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அ 865689 **சூபாய் 500**/-

வி. அந்தோணிசாடு, S. R. O. ஸ்ட்சம்ப் வெட்டிர தயக்கார்

உரிமம் என் : 341/79

In this connection Vendor has received the entire sale consideration of Rs.1.17.518/- (Rupees One Lakh Seventeen Thousand Brive Hundred and Eighteen only) from the Purchaser by way of Cash and also convey the sale deed and hereby handover the absolute possession of the schedule property to Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH that in pursuance of the consideration of the said sum of Rs.1,17,518/- (Rupees Pone Lakh Seventeen Thousand Five Hundred and Eighteen only) remitted by the Purchaser to the Vendor at the time of the execution of this Deed, and on the receipt of the entire sale consideration the Vendors do hereby admit, acknowledge and acquit the Purchaser from any further payment and the Vendor do hereby transfer, grant, assign convey and sell unto the Purchaser by way of absolute possession of all the piece and parcel of the 8.70.5 hectares of agricultural land comprised in survey No.252/3A, 252/2, 252/3B and 252/1 (as mentioned in detail in the schedule property)

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FIVE HUNDRED RUPEES

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M 865687 ருபாய் 500/_

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உரிம்ம் என்: 341/79

together with all rights to be owned, held, possessed and enjoyed by the Purchaser as absolute owner as on and from this date and forever free from all encumbrances of any kind whatsoever.

Today the Vendor has also given the mutation of parta transfer form in the favors of the Purchaser duly signed by him.

The Vendor hereby covenants with the Purchaser that all public gharges, taxes, rent, rates and all other out goings payable to the Government. Municipal, Revenue, Panchayat, Urban or other local authorities so far levied and accrued due in respect of the schedule

Mentioned property is cleared till date and hereafter the Purchaser shall pay revenue Kist, taxes, rent, rates and other charges for further amenities if claimed by the concerned authorities, as and from this date of taking possession of the schedule mentioned property by the Purchaser.

VENDOR

VENDER

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मारतीय गैर न्यायिक

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Rs. 500

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தமிழ் நாகு

ngtr , 10943

54: 5-10-2009.

M/s. Gujarat Fluorochemicals Ital.,

M 865688 **տառա 500**/-

வி. அத்தோணிச்சுழி, S. R. O. ஸ்டாம்ப் உெண்ட

குவத்தார் உரிமம் எண் : 3<u>41/7</u>9

(P)

The Vendor represents to and assures the Purchaser that there are no encumbrances charges, claim, lien, mortgage, impendence, attachments or any proceeding pending before any other court. Tribunal, Government or other authority or any other let or hindrance on or relating to the schedule mentioned property, hereby conveyed so as in any manner or to any extent to detract from the full and absolute title hereby conveyed to the Purchaser.

The Vendor does hereby covenants and declares that the Vendor shave full and absolute title, right to convey, transfer and sell the schedule mentioned property and the Purchaser can enjoy the said property with full rights absolutely and the Vendor shall and will from time to time and at all times at the request of the Purchaser do and execute and cause to be done and execute all such acts, deeds and things as the Purchaser may reasonably require at their cost for further and more perfectly assuring the title and right to the Schedule mentioned property hereby conveyed.

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Ms. Bugarat Flowordchemicals Hd., Noida.

N 865660 கப்ரப் 500/-

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The Vendor have on 05-10-2009 this day delivered vacant. apossession of the Schedule mentioned Property hereby conveyed to the Purchaser and the Purchaser has taken possession of the same. The Vendors: hereby covenants with the Purchaser that the Purchaser shall and may henceforth peacefully and quietly enter into, possess and enjoy the Schedule mentioned property hereby conveyed without any let, hindrance, interruption or disturbances from any person whomsoever.

The Wender has this day handed over all griginal documents of the Schedule mentioned property to the purchaser and the Purchaser has taken possession of the same.

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M 865663 வி. அக்கோணிசாமி

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The Vendor further covenants with the Purchaser that the Vendors shall and will at all times hereafter indemnify and keep indemnified and save harmless the Purchaser against all possible losses, claims, damages, cost and other kind of expenses or liabilities to which the Purchaser may be put to incur, suffer by reasons of any defect, flaw or deficiency in title or any mistake in respect of the Schedule mentioned property hereby conveyed.

WHEREAS the Vendor do hereby declare and entrust that the Purchaser is at liberty to effect mutation of their names in the public and # revenue records viz., Village, Taluk, District records, Collector Office and other revenue authorities. Electricity Board., etc without reference to the

VENDOR

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Brd15-10-2009.

M/s. Gregarat Elberochemicals Hal,

Noida.

962827 ருபாய் 100, -

S. R. O. ஸ்டாம்ப் வெ

சுவ<u>த்</u>தூர் **உரிமம் என்: 341**,77

(9)

Vendor and the Vendor undertake to sign on all the forms and papers as and when required. WHEREAS the vendor covenants with the Purchaser that all stamp duties, additional stamp duty and registration charges payable to the Statutory authorities and Government in respect of this Deed will be paid by

the Purchaser only.

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Rs. 100 ONE HUNDRED RUPEES

भारत INDIA INDIA NON JUDICIAL

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தமிழ் நாகு 10247 \$14:5-10-2009.

M/s. Gugarat FluoroChemicals Ital. Noida.

P 962828 ரூபாய் 100/_

வி. அந்தோணிசாமி, S. R. O. ஸ்ட்டம்ப் வெண்டர சயத்தார்

உ ரிமம் எவ்ப : 341/79

(10)

SCHEDULE OF THE PROPERTY

State

: TamilNadu

Registration District

: Palayamkottai

Sub Registration District Kayathar

Village

: VELLALANKOTTAI

Taluk

: Kovilpatti

District

: Thoothukudi

VENDEE

VENDOR



Rs. 100 ONE HUNDRED RUPEES

रत INDIA INDIA NON JUDICIAL

றிழ்நாடு तमिलनाडु TAMILNADU

10248-

15-10-2009.

M/s. Gustarat Fluorochemicals Had., S. R. O. MLEBU Darmer Noida.

ருபாய் 106/-

அந்தோணிசாழி,

ச்பத்தார் உரிமம் எண் : 341/79

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2.	1910	252/2	1.32.5
3.	1910	252/3B	1.75.0
4.	1910	252/1	3.07.5
		Total Hectares 8.	TRANSPORT
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Rs. 100 ONE HUNDRED RUPEES

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தமிழ்நாடு तिषलनाडु TAMILNADU

தமிழ்**தாகு**

எண்: jajuq

5-10-2009

M/s. brugarat Fluorochemicals Noida.

P 962830

ரூபாய் 100/-

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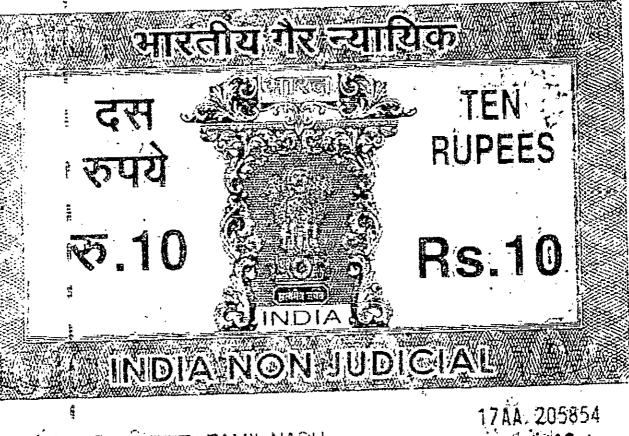
உரிமம் என் : 341/79

(12)

In Witness whereof the Vender has signed on this DEED OF SALE and the Purchaser counter signed this Sale Deed on the day, month and year first above written in the presence of the following witnesses.

VENDOR

ENDER



MS. Bugarat Fruproclemicals Had.

The Market value of the properties is Rs.1,17,518/- (Rupees One Lakh Seventeen Thousand Five Hundred and Eighteen only)

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Drafted by:

S/O Mariappan Chettiyar State Document writer, Liel No.

Kayathar.

14-12 Proon & 000 P 000 100

14-வது காகிதம்

் 1968 - ம் வருடத்திய தமிழ்நாடு முத்திரைச் சட்டம் மதிப்பு குறைப்பு தடுப்பு விதி 3(1) ன் படி அறிக்கை விபரம்

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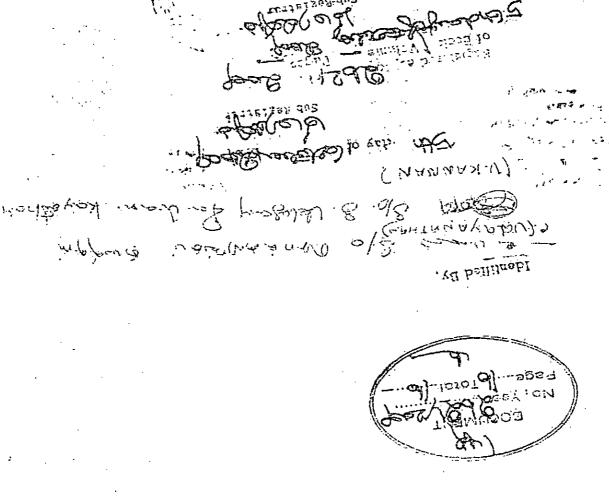
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எழுதிக்கொடுப்போரின் ஒப்பம

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தமிழ்நிடு तिमलनाडु TAMIL NADU

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K. சுப்பிரபணியன் மக்கிரைக்காள் விற்பகையான உர்மம் என் : 3 / 2015

உரமும் என் : 3/2018 அத்தார் 628 952

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ட 708693 ருபாப் 1000/-...வி. அந்நோணிசபுடு. S. R. O: ஸ்ட்ரம்ம் வெண்ட்ட ஊத்தார். உரிமம் என் : 341/79

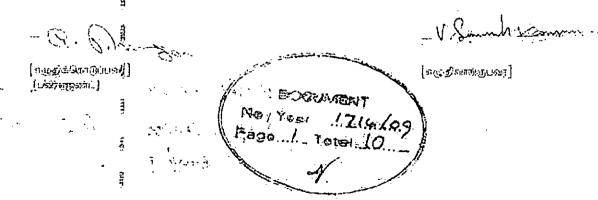
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2009ம் வருடம் "ஜுக்ஸ் மாதம் 6ம் தேதி, தமிழ் 1184ம் ஆண்டு ஆனி மாதம் 22ம் தேதி,

துருத்துக்குடி மாவட்டம் தேருவில்பட்டி தூலுகா, கயத்தார் கஸ்பா, 12/6 2 சப்ரிஜிஸ்டர் ஆபிஸ் தெருவில் வசித்து வரும் வேலச்சாமி பாண்டியன் அவர்கள் குழிரர் V சுரேஷ்கண்ணன் அவர்களுக்கு.



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வை தாலுகா சன்னதுபுதுக்கும் 'கிராமத்தில் சக்திவிநாயகர் கோவில் தெருவில் கதிவு எண் - 30/5 உள்ள இல்லத்தில் வசித்து வரும் கோபால் கோலிம் அவிர்கள் குமாரர் G. ஆறுமுகம் ஆகிய நான், கேரளமாநிலம், கொல்லம் மந்துட்டம், கொட்டாரக்கர், Chadya mangalam, 7 – Vertuvazhi, 408, Ambilivivas என்ற முக்கரியில் வசித்து வரும் அப்துல்ரகுமான் அவர்கள் குமாரர் சத்தியமங்கலம், A சலாகுதின் அவர்களிடமிருந்து 17.06.2009 தேதியில் ஒரு பொது அதிகார் ஆவணம் எழுதி வாங்கி அது தென்காகி மாவட்ட பதிவாளர் அலுவலக் 216/2009 நம்பராக பதிவாகியிருக்கிற பொது அதிகார் ஆவுணத்தின் மூலம் பவர்ர்ஜண்ட் நிலமையில் எழுதிக்கொடுத்த

-Cibling

[பரை) விக்ஷர்] |எழுதிக்கொடுப்பாழ்] V. Sinh

[வழுதின்பங்கு நம்ர]

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தமிழ்நாடு निमलेंनाडु TAMILNADU

தமிழ்ந்த 🤁 10 S176 Brd: 6.7. 2009

E 708557 ருபரப் 1000/_ od. Abconnierie. S. R. G. ஸ்ட்ரம்ப் வெண்ட க்பத்தார்

உரிமும் எண் : 341/79

கிரையப்பத்திரம், என்னவென்றால்.

சுவானீதாருக்கு சுயார்சித கிரையம் மூலம் பாததியப்பட்டு சுவானதார பெயரில் 1349, 1320, 1097 – நம்பர் தனிப்பட்டா ஏற்பட்டு சுவன்தாரே நாளது தேதி வரை தீர்வை செலுத்தி சர்வ சுதந்திர பாத்தியமாய் அனுபவித்து வரும் இதன் தபசில் கண்ட சொத்துகளை சுவாவதாருக்காக பவர்ஏஜண்ட் நிலமையில் நாளது தேதியில் நான் தங்களுக்கு ரு. 1,17,518/-க்கு கிரையம் சூப்து கொடுத்து கிரையத் தொகை ரூபாய் வை ஒரு இலட்சத்து

[எழுதிக்கெடுப்பவீர்] [பவர்குமூன்ட்]

- V. Simula Lanne

[अध्यक्षिकामाध्यम क्रमें]

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தமிழ்நாடு तिमलेंनाडु TAMILNADU

subpr@ n曲 15177 #10 16.7.2009

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E 708558 ருபாய் 1000/-

வி. அந்கோணிச்எழி, S. R. G. ஸ்ட்சம்ப் கென்ட கைத்தார்

உரிமும் எண் : 341/79

ப் தின்போயிரத்து ஐநாற்று பதிகொட்டையும் கவர்னதாகு பவர் ஏஐண்ட் நிலமையில் ^நநான் ரொக்கம் பெற்றுக்கொண்டபடியால் இன்று முதல் இதன தபசில் கண்ட சொத்தை தாங்கள் சர்வ சுதந்திர கிரைய பாத்திய மாகவும் பரம்பரையாகவும் எல்லாவிக உரிமைகளுடனும அடைந்து அனுபவித்துத் கொள்வீர்களாகவும்.

தபசில் சொத்தில சுவான்தாரை. பொறுத்து கன்ட வில்லங்கமும் இல்லை. அப்படி ஏதேனும் வில்லங்கம் விவகாரம் ஏற்பட்டால் அதற்கு சுவரன்தாரை பொறுத்தும் சுவான்தாரின் வாரீசுகளை பொறுத்தும்

[අලදු කිරිපැලිටටම්] (បានជំនាញសារ៉ាប់)

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தமிழுநாடு तमिलनाडु TAMILNADU

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வி. அத்தோணிசாம் S. R. O. ஸ்ட்சம்ப் வெண்ட கயத்தார்

உரிமம் எண் : 341/79

சுவானதாருக்கு சாத்தியப்பட்ட இதர சொத்துகளை பெறுத்தும் ஈடு செய்து **்**கொள்விர்களாகவும் தபசில கண்ட சொத்தை நூளது தேதி உங்களுடைய அனுபவத்திற்கு ஒப்படைத்துவிட்டேன்.

தபசில் கண்ட சொத்து தங்கள் பெயரில் பட்டா மாறும் பொருட்டு இத்துடன் புள்ளி மனுவும் கொடுத்து இருக்கிறேன்.

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தமிழ்நாடு तमिलनाडु TAMILNADU

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ருபாய் 100/-

வி. அந்தேரணிசாகி,

S. R. O. ஸ்டாம்ப் வேண்டர் **உயத்தா**ர்

உரிமம் எண்: 341/79

சோத்துவியும்

பாளையங்கோட்டை பதிவு மாவட்டம். கபத்தார் சார்பதிலக சரகம். வெள்ளாளன்கோட்டை கிராமத்தில்

- <u>.</u> அயன் புஞ்சை சர்வே 252/3A நம்பர் ஹெக்டர் 2.55.5
- £2. *3. அயன் புஞ்சை சர்வே 252/2 நம்பர் ஹெக்டர் 1.32.5
- அயன் புந்சை சரவே 252/3B நம்பர் ஹெக்டர் 1.75.0
- அயன் புஞ்சை சர்வே 252/1 நம்பர் ஹெக்டர் 3.07.5 ஆக எடுப்பு 4-க்கும் சேர்த்து ஹெக்டர் 8.70.5 நிலம் ்முழுவதும் சொத்துவிபரம் சரி.

مر المحصولة

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ONE HUNDRED RUPEES

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தமிழ்நாடு तमिलनाडु TAMILNADU

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வி. அத்தோணிச்சுதி. S. R. O. ஸ்டாம்ப் கெண்டி

> க**யந்தா**ர் உரிம**ம் என் : \$41/**79

் வைடி சொத்து வை கிராம் பஞ்சாயத்து எல்லைக்குள்பட்டு கயத்தார் யூனியனில் இணைக்கப்பட்டு உள்ளது.

. C. Gyanger

1) K. Fan Bleever Company

- V. Symonth Vacon

(பவர்த்ஜகாடுப்பனர்) | (சமுதிக்கோடுப்பனர்) [எழுதிலாங்குமவர்]

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ஆவண எழுத்தர், LNO: A213 PDM 1883 கயத்<u>தார்.</u>

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வது காகிதம்

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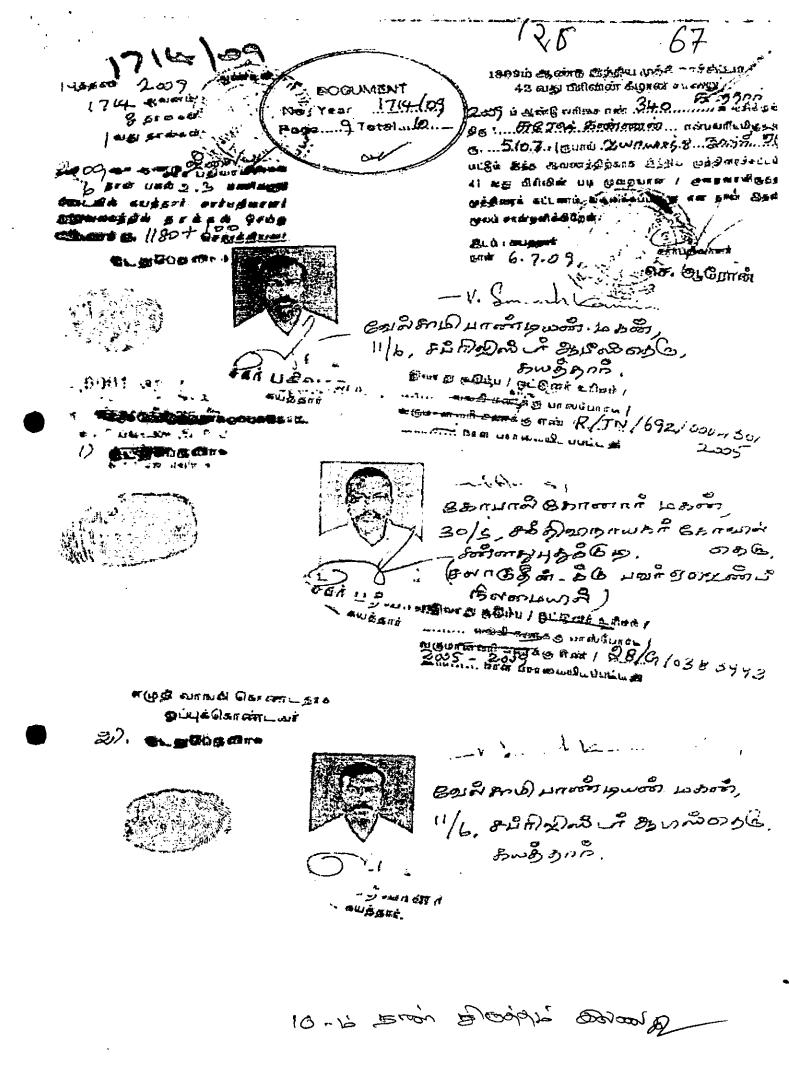
தந்கால மதிப்பு என்று உறு**தி கூறுகிறே**ள்.

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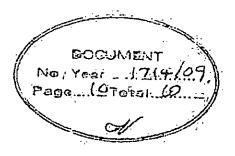
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ாழுதக்கொடுப்போரின் ஒப்பம்

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மனு தாக்கல் செய்த நாள் சோதனை இவத்த நாள் முத்திரை வேட்டிருள் ுத்திரை இதை செய்**த நான்** ்டி செய்த நாள் வாபஸ் நாள்

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த**ிழ்ந்**டு तमिलनाडु TAMIL NADU

Gregor 3521 Limited, vade dona

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முத்திரைத்தாள் விற்கணையாக உரிமம் என் : 3/2015 காக்கார் 628 952

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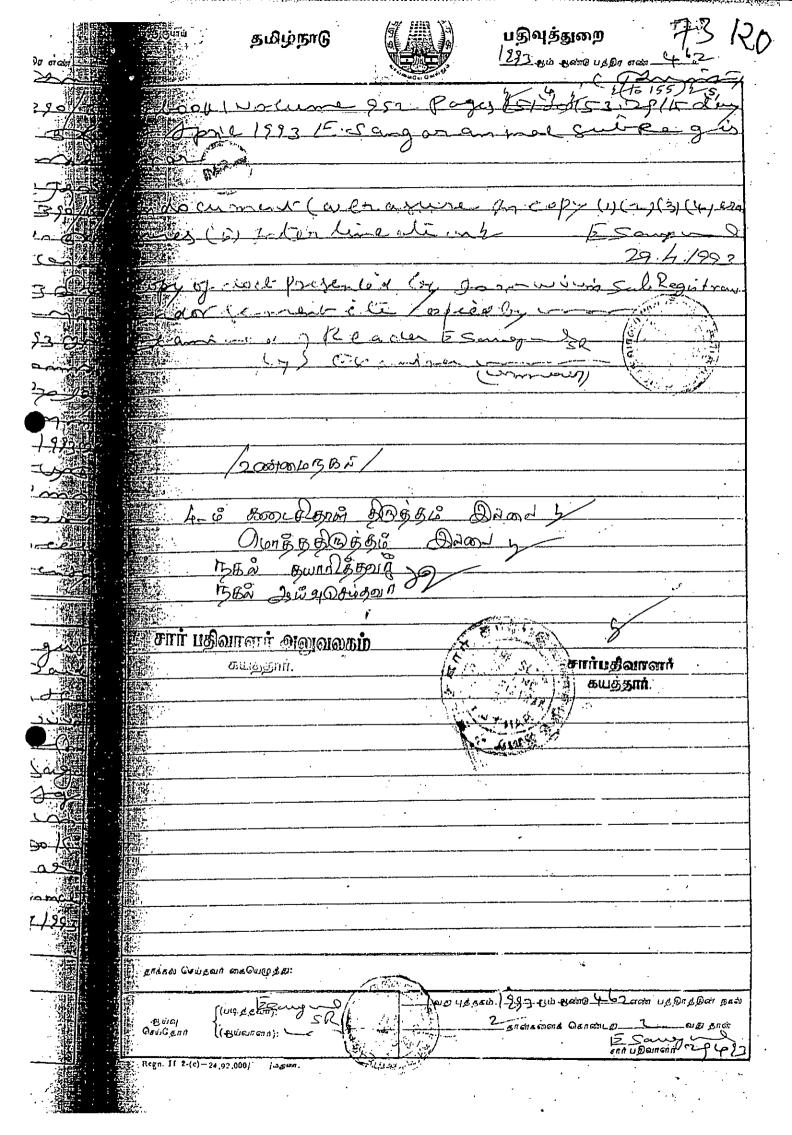
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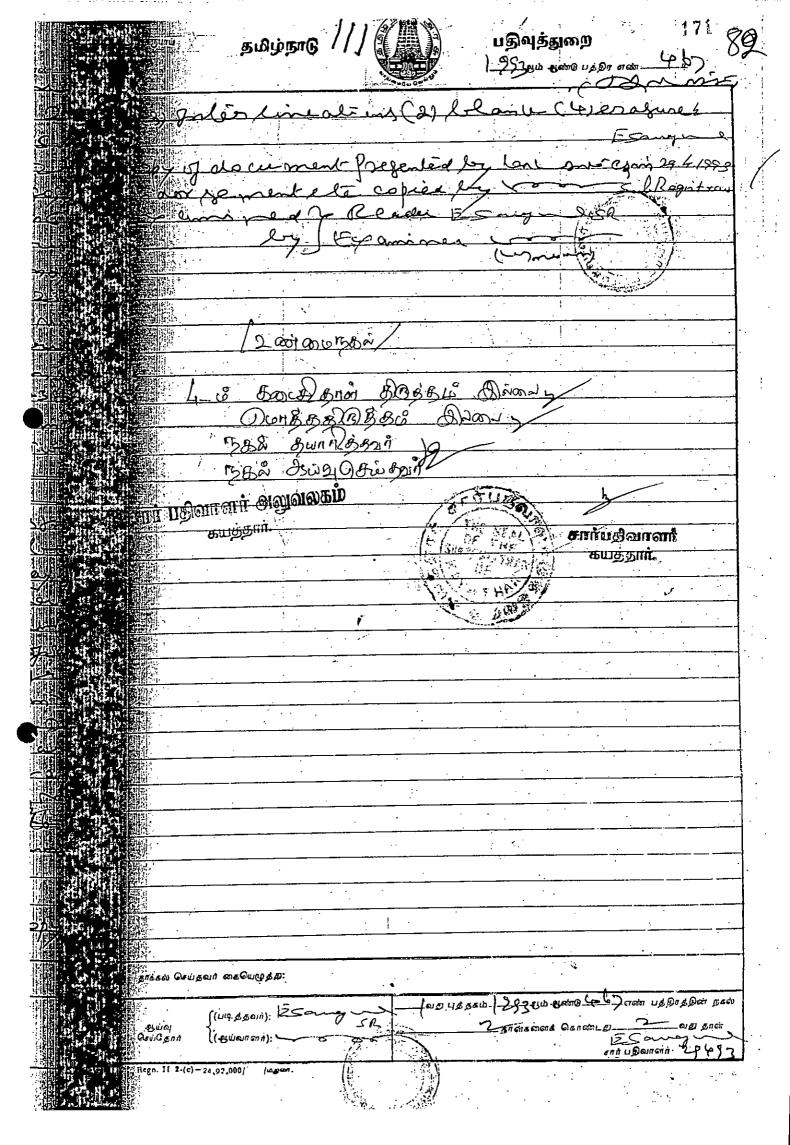
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மனு தாக்கல் செய்**த நாள்** சோதனை செய்த **நாள்** முத்திரை கேட்ட நாள் முத்திரை தாள்கல் செய்**த நாள்** படி செய்த நாள் வாபஸ் நாள்

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சார்பதிவானர் கயத்**தார்.**

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This Non Judicial Stamp Paper forms an integral part of the Business Transfer Agreement signed on this the 7th day of March 2017 by

IVY ECOENERGY INDIA PRIVATE LIMITED

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INOX RENEWABLE LIMITED



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BUSINESS TRANSFER AGREEMENT

7 MARCH 2017

BETWEEN

INOX RENEWABLES LIMITED

AND

IVY ECOENERGY INDIA PRIVATE LIMITED

AND

LEAP GREEN ENERGY PRIVATE LIMITED

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BUSINESS TRANSFER AGREEMENT

This BUSINESS TRANSFER AGREEMENT ("Agreement") is entered into on this seventh day of March 2017 ("Execution Date"):

BY AND AMONGST:

INOX RENEWABLES LIMITED, a company incorporated and registered in India with corporate identity number U40100GJ2010PLC062869 whose registered office is at Survey No. 1837 & 1834 at Moje Jetalpur, ABS Tower, 2nd Floor, Old Padra Road, Vadodara, Gujarat, India 390 007 ("Seller").

AND

IVY ECOENERGY INDIA PRIVATE LIMITED, a company incorporated and registered in India with corporate identity number U40108TZ2014PTC020227 whose registered office is at No. 484, Kamaraj Road, Uppilipalayam, Colmbatore, Tamil Nadu, India 641 015 ("Buyer").

AND

LEAP GREEN ENERGY PRIVATE LIMITED, a company incorporated and registered in India with corporate identity number U70101TZ2006PTC013130 whose registered office is at 484, Kamaraj Road, Uppllipalayam, Coimbatore, Tamil Nadu, India 641 015 ("Leap Green").

"Parties" means the Seller, the Buyer and Leap Green collectively and "Party" means each of them individually.

WHEREAS:

- A. The Seller carries on the business of the Project Undertaking (as defined below). The Buyer is a subsidiary of Leap Green (within the meaning of section 2 of the Companies Act 2013).
- B. The Seller has agreed to sell and transfer, and the Buyer has agreed to buy, the Project Undertaking through a "slump sale" (as defined under Section 2 (42C) of the Income Tax Act 1961), for a lump sum consideration, without values being assigned to individual assets and liabilities of the Project Undertaking, with a view for the Buyer to carry on the business of the Project Undertaking as a "going concern", on the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and warranties set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

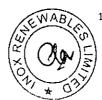
1. DEFINITIONS AND INTERPRETATION

1.1 Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined by inclusion in quotations and/or parenthesis which have the meanings so ascribed; the following terms shall have the meanings assigned to them herein below:

"Accounts" mean, collectively, (i) the audited financial statements of the Seller as at 31 March 2016, including the balance sheet and profit and loss statement together with the notes thereon, the cash flow statement and the auditor's report; (ii) the limited reviewed financial statements of the Seller as at 30 September 2016







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(comprising the balance sheet, profit and loss statement and the auditor's limited review report); and (iii) the limited reviewed financial statements of the Seller as at 31 December 2016 (comprising the profit and loss statement and the auditor's limited review report) and an unaudited balance sheet as of 31 December 2016.

"Accounts Date" means 31 December 2016.

"Affiliate" means, in respect of any specified person, any other person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified person.

"Bank Guarantee" means the bank guarantee in Clause 4.5.

"Business Approvals" mean the Governmental Approvals specifically set out in part 1 of Schedule 5.

"Business Contracts" mean the contracts relating to the Target Project, as specifically set out in Schedule 7, but exclude the Leases, the PPAs and all those contracts that relate to any Excluded Asset or Freehold Property.

"Business Day" means any day (other than a Saturday, a Sunday or a public holiday or any day on which banks in New Delhi and Chennai are closed) when commercial banks are open for ordinary banking business in New Delhi and Chennai and in the context of a payment being made to and from a scheduled commercial bank in a place other than New Delhi and Chennai, in such other place.

"Business Records" means all records and other storage media, regardless of form or characteristics, containing business information relating to the Target Project, but do not include any Excluded Assets.

"Buyer Warranties" mean the warranties and undertakings of the Buyer set out in Schedule 9.

"Buyer's Conditions" mean the conditions to Completion set out in part 2 of Schedule 3

"Claim" means a claim only under any of the indemnities in Clause 8, and excludes any other claim under or for breach of any Warranty or other term of this Agreement.

"Companies Act" means the Companies Act 2013, and the Companies Act 1956 (to the extent not repealed or superseded by the Companies Act 2013).

"Completion" means the completion of the sale and purchase of the Project Undertaking in accordance with this Agreement.

"Completion Date" means the date on which Completion takes place pursuant to Clause 6.

"Conditions" mean, collectively, the Seller's Conditions, the Buyer's Conditions and the Other Conditions, in each case, as set out in Schedule 3.

"Confidential Information" means any and all confidential or proprietary information and materials, as well as all trade secrets, belonging to any Party or its Affiliates who may have furnished such information to the other Party with expectations of confidentiality and includes without limitation and regardless of whether such







information or materials are expressly identified as confidential or proprietary, whether or not stored in any medium: (i) technical information, including but not limited to computer programs, software, databases, methods, know-how, formulae, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items; (ii) business information and materials, including but not limited to financial information, business plans, business proposals, customer contract terms and conditions, pricing and bidding methodologies and data, sales data, customer lists etc., and similar items; (iii) information relating to future plans, research, pending projects and proposals, proprietary production processes and similar items; (iv) any valuable, information and material and/or trade secrets that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary; and (v) this Agreement.

"Controlling", "Controlled by" or "Control" means, in relation to a person: (i) holding or controlling, directly or indirectly, a majority of the voting rights exercisable at shareholders meetings (or the equivalent) of that person; or (ii) having, directly or indirectly, the right to appoint or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that person; or (iii) having directly or indirectly the ability to direct or procure the direction of the management policies and/or actions of that person, whether through the ownership of shares, by contract or otherwise, and the term "Common Control" shall be construed accordingly.

"Disclosed" means disclosed in the Disclosure Letter (or, as the context requires, the Updated Disclosure Letter).

"Disclosure Letter" means a letter from the Seller to the Buyer with the same date as this Agreement.

"Disputes" has the meaning set out in Clause 26.3.

"Economic Transfer Date" means the earlier of the Completion Date and the High Season Cut-Off Date.

"Encumbrance" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

"Enterprise Value" means INR 160 million (Indian Rupees one hundred sixty-million).

"Excluded Assets" mean the assets and rights of the Seller set out in Clause 3.2 as being excluded from the Transaction, it being clarified that such exclusion shall not result in the Project Undertaking not being a "going concern".

"Execution Date" means the date of this Agreement, as set out in the preamble of this Agreement.

"Financial Year" means each and any financial year, within the meaning of section 2(41) of the Companies Act 2013.

"Freehold Properties" mean the freehold properties relating to the Target Project, as specifically set out in Schedule 4.







"Government" or "Governmental Authority" means any nation or government or any province, state or any other political sub-division thereof; any entity, authority or body exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of such government, as applicable, or any political subdivision thereof or any other applicable jurisdiction; any court, tribunal or arbitrator and any central bank and any securities exchange or body or authority regulating such securities exchange.

"Governmental Approvals" means any consent, approval, authorisation, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, no-objection certificate, report or notice of, with, to or from any Government, and in each case given or granted by the Government.

"High Season Cut-Off Date" means 1 May 2017.

"INR" or "Indian Rupees" or "Rs" means Indian Rupees or the lawful currency and legal tender of the Republic of India.

"Interest Rate" means interest at a rate of 18% (eighteen per cent) per annum.

"Interim Period" means the period from (and including) the Execution Date up to (and including) the Completion Date or, if earlier, the termination of this Agreement in accordance with its terms.

"KW" means kilo-watt, a unit of power equivalent to one thousand watts.

"Law" means any applicable national, federal, central, international, foreign, state, provincial, local or other law including all applicable provisions of all: (i) constitutions, decrees, treatles, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances, orders, notes, clarifications, releases or any other forms of delegated legislation of any Governmental Authority, statutory authority, court, tribunal or other judicial or quasijudicial authority having jurisdiction over the Parties; (ii) Governmental Approvals; and (iii) orders, decisions, injunctions, judgments, awards, findings, requirements and decrees of or agreements with any Governmental Authority, statutory authority, court, tribunal or other judicial or quasi-judicial authority having jurisdiction over the Parties.

"Lease" means the lease (including any supplemental documents) under which a Leasehold Property is held or any instrument that grants an easement in respect of any property, and ("Leases") means all of them.

"Leasehold Properties" mean the leasehold properties relating to the Target Project, as specifically set out in Schedule 4, and certain easements, or rights of way, granted in the Seller's favour in relation to such leasehold properties.

"Longstop Date" means the date immediately following completion of 12 (twelve) months from the Execution Date or such later date as may be agreed in writing between the Buyer and the Seller.

"Losses" includes all direct losses and reasonable professional costs and expenses in relation to such losses, but does not include any indirect, unforeseeable, consequential, special, exemplary costs or expenses, including damages.







"MW" means megawatt, a unit of power equivalent to one million watts.

"Moveable Assets" mean the plant and machinery, furniture, templates, tooling, implements, chattels and equipment, wherever situated, and that are used or intended for use in connection with the Target Project, as specifically set out in Schedule 6, but do not include any Excluded Assets.

"Other Approvals" mean the Governmental Approvals specifically set out in part 2 of Schedule 5, and which considered together with the Business Approvals represent the Governmental Approvals necessary to operate the Target Project.

"Other Conditions" mean the conditions to Completion set out in part 3 of Schedule 3.

"Outgoings" mean all periodical charges and outgoings of the Project Undertaking, including, but not limited to:

- (a) all periodical payments paid or payable under any of the Business Contracts, the PPAs and the Leases;
- (b) all rents, rates, gas, water, electricity and telephone charges and other utilities and other outgoings relating to or payable in respect of the Properties; and
- (c) all Taxes.

"PPAs" means the following agreements dated 10 May 2013 entered into between the Seller and TANGEDCO in relation to the Target Project:

- (a) Wind Energy Purchase Agreement for 2 (two) MW for Sivangnapuram; and
- (b) Wind Energy Purchase Agreement for 2 (two) MW for Vellalankottai, and "PPA" means any one of them.

"Project Undertaking" means, collectively, the Properties, the Business Approvals, the Moveable Assets, the PPAs, the Business Contracts, the Leases and the Business Records relating to and constituting the business of the Target Project, but does not include any Excluded Assets.

"Properties" mean the Freehold Properties and the Leasehold Properties, but do not include any Excluded Assets.

"Purchase Price" means an amount equal to the Enterprise Value.

"Receipts" mean all periodical income and receipts of the Project Undertaking, including, but not limited to, all periodical amounts received or receivable under any of the Business Contracts, the PPAs and the Leases.

"Related Party" means a related party in reference to a company and as defined under section 2(76) of the Companies Act.

"Representatives" has the meaning set out in Clause 12.

"Revised Updated Disclosure Letter" has the meaning set out in Clause 6.5.

"Seller Account" means account no. 003105027067 with ICICI Bank Limited, branch K-1, Senior Mall, Sector-18, Noida -201301 having IFSC code no. ICIC0000031.







"Seller Warranties" mean the warranties and undertakings set out in Schedule 8, provided that the warranties and undertakings set out in paragraph 19 of Schedule 8, to the extent they are given in respect of, or otherwise relate to, income taxes, shall be deemed to have been omitted from this Agreement (with effect from the Execution Date) if the Seller provides a copy of the income tax authority's permission under section 281 of the Income Tax Act 1961 to the Buyer on or prior to the Completion Date.

"Seller's Conditions" mean the conditions to Completion set out in part 1 of Schedule 3.

"Subject Obligation" has the meaning set out in Clause 1.18.

"Substantiated Claim" means a Claim against a Party, in respect of which liability is admitted by that Party, or which has been adjudicated on by a court of competent jurisdiction and no right of appeal lies in respect of such adjudication, or the Party is prevented by passage of time or otherwise from making an appeal.

"Target Project" means the Seller's 2 (two) MW "Chettikurichi project" situated at Viliage Vellalankottai, Taluk Kovilpattl, District Thoothukudi, Tamil Nadu and the Seller's 2 (two) MW "Vavathor Project" situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.

"Taxation or "Tax" means all forms of taxation, whether direct or indirect, including all central, state, provincial, local, foreign and municipal tax, corporate income tax, wealth tax, withholding tax, minimum alternate tax, profession tax, value added tax, service tax, customs duty, central excise duty, research and development cess, turnover tax, capital gains tax, stamp duty, employment tax, property tax, land revenue, entry tax / octroi and any other tax, registration fee, governmental fee, duty, impost, levy, withholding, rates or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any person), together with any charges, costs, interests, penalties, surcharges, fines, fees, addition to tax or additional amounts imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign and direct or indirect) and any liability for any of the foregoing, whether disputed or not, and any expenses incurred in connection with the determination, settlement or proceeding of such Tax liability.

"Taxation Authority" means any Government or Governmental Authority competent to impose, administer, levy, assess or collect Tax in the Republic of India.

"TANGEDCO" means Tamil Nadu Generation and Distribution Corporation Limited.

"Trade Receivables" mean all trade and other debts and amounts owing to the Seller, prior to the Economic Transfer Date.

"Transaction" means the transaction contemplated by this Agreement or any part of that transaction.

"Updated Accounts" mean, in relation to the relevant financial reporting period immediately preceding the Completion Date, either: (i) the audited financial statements of the Seller, including the balance sheet and profit and loss statement together with the notes thereon, the cash flow statement and the auditor's report; (ii) the limited reviewed financial statements of the Seller (comprising the balance









sheet, profit and loss statement and the auditor's limited review report); or (iii) the unaudited management accounts of the Seller, comprising a balance sheet as at the close of that financial reporting period and a profit and loss account for that financial reporting period, as may be prepared by the Seller in accordance with the generally accepted accounting principles applied in India and the Companies Act.

"Updated Disclosure Letter" means a letter from the Seller to the Buyer with the same date as the Completion Date.

"Vendor Due Diligence Reports" mean, collectively; (i) the legal due diligence report dated 11 March 2016 together with an addendum dated 29 November 2016, in each case, issued to the Seller by J. Sagar Associates; and (ii) the vendor due diligence report dated 27 November 2016, issued to the Seller by Deloitte Touche Tohmatsu India LLP.

"Warranties" mean, collectively, the Seller Warranties and the Buyer Warranties.

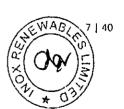
"WEG" means wind energy generator.

"WTG" means wind turbine generator.

- 1.2 Clause, Schedule, paragraph and part headings shall not affect the interpretation of this Agreement.
- 1.3 References to "Clauses" and "Schedules" are to the Clauses of and Schedules to this Agreement and references to paragraphs or parts are to paragraphs or parts of the relevant Schedule.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to "this Agreement" or to "any other agreement or document referred to in this Agreement" is a reference to this Agreement or such other agreement or document as varied or novated in accordance with its terms from time to time.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns, and a reference to a Party shall include that Party's successors and permitted assigns.
- 1.10 A reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.11 A reference to a "holding company" or a "subsidiary" means a holding company or a subsidiary (as the case may be) as defined in section 2 of the Companies Act 2013.







- 1.12 A reference to "writing" or "written" does not include email (unless otherwise expressly provided in this Agreement).
- 1.13 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where the context permits, "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- 1.15 References to a document in "agreed form" are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- 1.16 Unless otherwise stated in this Agreement, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.17 Unless otherwise stated in this Agreement, a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.18 Where any obligation of a Party under this Agreement ("Subject Obligation") requires consent (including from any Governmental Authority) in order for the Subject Obligation to be performed validly, then the Subject Obligation shall be deemed to include the obligation to apply for, obtain, maintain and comply with the terms of, all such consents and the time provided for the completion of the Subject Obligation shall be extended for the time required to obtain such consent, except if and to the extent that the provisions of applicable Law or this Agreement require another Party to obtain such consent.
- 1.19 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.20 References to times of the day are, unless the context requires otherwise, to Indian Standard Time and references to a day are to a period of 24 hours running from midnight on the previous day.
- 1.21 If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the Schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

2. CONDITIONS

- 2.1 Completion of this Agreement is subject to and conditional upon the Conditions being satisfied (or waived by the relevant Party not directly responsible for performing such Conditions in accordance with Clause 2.6) on or before the Longstop Date.
- 2.2 The Seller shall use best efforts to procure (so far as it lies within the Seller's powers so to do) that the Seller's Conditions are satisfied as soon as practicable and in any event no later than the Longstop Date.
- 2.3 The Buyer shall use its best efforts to procure (so far as it lies within its powers so to do) that the Buyer's Conditions are satisfied as soon as practicable and in any event no later than the Longstop Date.





- 2.4 The Seller and the Buyer shall use best efforts to procure (so far as it lies within their respective powers so to do) that the Other Conditions are satisfied as soon as practicable and in any event no later than the Longstop Date.
- 2.5 The Seller and the Buyer shall co-operate fully in all actions necessary to procure the satisfaction of the Conditions including (but not limited to) the provision by these Parties of all information reasonably necessary to make any notification or filing required by any Governmental Authority or third party, keeping the other Party informed of the progress of any notification or filing and providing such other assistance as may reasonably be required.
- 2.6 The Buyer may, to such extent as it thinks fit (in its absolute discretion), waive or defer any of the Seller's Conditions by notice in writing to the Seller. The Seller may, to such extent as it thinks fit (in its absolute discretion), waive or defer any of the Buyer's Conditions by notice in writing to the Buyer.
- 2.7 At any time prior to Completion, the Seller may deliver a written notice to the Buyer, stating satisfaction of any Seller's Condition or Other Condition and attaching evidence of such satisfaction ("Condition Satisfaction Notice"), and unless the Buyer delivers to the Seller within 5 (five) Business Days, a written notice stating that the Buyer disagrees that the Seller's Condition has Indeed been satisfied, the Seller's Condition shall, on the sixth Business Day, be deemed to have been satisfied for the purposes of this Agreement.

3. AGREEMENT TO SELL AND PURCHASE

- 3.1 On the terms of this Agreement and subject to the Conditions having been satisfied or waived in accordance with Clause 2, the Seller shall sell and the Buyer, with a view to carrying on the business of the Project Undertaking as a "going concern", shall purchase with effect from the Completion Date, the Project Undertaking.
- 3.2 The following assets shall be excluded from the sale and transfer under this Agreement:
 - 3.2.1 all the Seller's cash-in-hand or at a bank or any other financial institution;
 - 3.2.2 the balances of all deposits or investments of the Seller at a bank, mutual fund or any other financial institution;
 - 3.2.3 the Trade Receivables;
 - 3.2.4 the Seller's accounts and tax records;
 - 3.2.5 all amounts received or receivable under any contract (other than a Business Contract or a Lease) to which the Seller is a party;
 - 3.2.6 all amounts received or receivable under any Business Contract or a Lease prior to the Economic Transfer Date;
 - all amounts received or receivable under the PPAs prior to the Economic Transfer Date;
 - 3.2.8 the benefits, monetary or otherwise, received or receivable by the Seller in relation to any litigation, administrative, mediation or arbitration proceedings; and



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- 3.2.9 the benefit of any and all insurance claims and repayments arising on or before the Economic Transfer Date in relation to the Project Undertaking.
- 3.3 It is the intention of the Parties that the sale and transfer of the Project Undertaking shall be effected on a "slump sale" basis with a view for the Buyer to carry on the business of the Project Undertaking as a "going concern". The Seller and the Buyer agree to use best efforts to secure that the sale and transfer of the Project Undertaking, as contemplated in this Agreement, is treated as a "slump sale" (and not an itemised sale of assets or goods) but neither the Seller nor the Buyer shall be required to make any appeal to any Taxation Authority in this regard. The Buyer agrees that the Project Undertaking is capable of being transferred and operated as a "going concern".
- 3.4 The Parties agree that the Purchase Price is a lump sum consideration for the sale and transfer of the Project Undertaking, and that the Purchase Price shall not be apportioned between any part of the Project Undertaking nor shall the Purchase Price be allocated towards any individual asset, right or liability comprising the Project Undertaking.
- 3.5 The Parties agree that the provisions of Clauses 3.3 and 3.4 above will not be affected by any attribution of value to the individual assets comprising the Project Undertaking, where such attribution is solely to determine any liability towards stamp duty, registration fees or similar transfer-related Taxes.

4. PURCHASE PRICE

- 4.1 As consideration for the sale and transfer of the Project Undertaking, the Buyer shall pay to the Seller the Purchase Price, in cash in accordance with this Clause 4.
- 4.2 The Buyer shall make payment of an amount equal to 10% (ten per cent) of the Purchase Price by electronic transfer of immediately available funds into the Seller Account within 5 (five) Business Days of the Seller issuing a Condition Satisfaction Notice in respect of the Other Condition set out in paragraph 1 under Part 3 of Schedule 3, and shall make payment of the balance amount of 90% (ninety per cent) of the Purchase Price by electronic transfer of immediately available funds into the Seller Account within 5 (five) Business Days of the Seller issuing a Condition Satisfaction Notice in respect of the Other Condition set out in paragraph 3 under Part 3 of Schedule 3.
- 4.3 All other payments to be made to the Seller under this Agreement shall be made by the Buyer in Indian Rupees by electronic transfer of immediately available funds to the Seller Account or such other account, as directed by the Seller in writing.
- 4.4 The Parties agree that the Seller shall be entitled to an effective rate of interest of 15% (fifteen per cent) per annum on the amount of the Purchase Price, such Purchase Price being reduced by the Buyer's payments under Clause 4.2, for the purposes of calculating interest under this Clause. The aggregate amount of interest shall be paid by the Buyer to the Selfer on Completion and shall be chargeable from the High Season Cut-Off Date.
- 4.5 As security for the Buyer's payment obligations under this Clause 4, the Buyer shall procure and obtain on its own account and for the Seller's benefit, a bank guarantee for an amount equal to the Purchase Price, which bank guarantee is issued by a







scheduled commercial Indian bank and in a form, each of which is acceptable to the Seller. This bank guarantee must be provided to the Seller within 3 (three) Business Days of the Buyer receiving a Condition Satisfaction Notice in respect of the Other Condition set out in paragraph 7 under Part 3 of Schedule 3.

- 4.6 The Parties agree that in the event any payment under this Agreement due from the Buyer to the Seller remains unpaid when due, the Seller shall be immediately entitled to enforce the Bank Guarantee for such unpaid amount in accordance with the terms of the Bank Guarantee.
- 4.7 The Parties agree that the Buyer would have no obligations under Clause 4.2 or Clause 4.5 unless the Seller delivers to the Buyer, in accordance with Clause 20, a copy of the special resolution passed by the Seller's shareholders in a general meeting to approve the sale and transfer of the Project Undertaking.

PRE-COMPLETION OBLIGATIONS

The Seller undertakes to comply with its undertakings and obligations set out under Schedule 1, subject to the confines of any applicable competition Law and any constraints imposed by other applicable Laws.

6. COMPLETION

- 6.1 Completion shall take place on the Completion Date at the Seller's office situated at Inox Tower, Plot No. 17, Sec. 16A Film City, Noida (or at any other place as may be agreed in writing by the Parties).
- 6.2 In this Agreement, "Completion Date" means the date that is 3 (three) Business Days after the last of the Conditions has been satisfied (or waived by the relevant Party not directly responsible for performing such Conditions in accordance with Clause 2.6), or if the Parties have agreed a different date in writing, that date.
- 6.3 At Completion, the Seller shall comply with its obligations set out in Part 1 of Schedule
- 6.4 At Completion, the Buyer shall:
 - 6.4.1 deliver to the Seller, evidence in a form reasonably required by the Seller of satisfaction of the Buyer's Conditions;
 - 6.4.2 deliver to the Seller, evidence in a form reasonably required by the Seller of deduction of Tax by the Buyer under Section 194-IA of the Income Tax Act 1961, in respect of the sale and transfer of the Freehold Properties;
 - 6.4.3 deliver to the Seller, counterparts of the novated Business Contracts, the Leases and the PPAs;
 - 6.4.4 deliver to the Seller, copies of all Business Approvals transferred in the Buyer's favour or any new-Governmental Approvals issued to the Buyer in place of any Business Approvals; and
 - 6.4.5 deliver to the Seller, a certified copy of the resolution adopted by the board of directors and shareholders of the Buyer authorising the Transaction and the execution and delivery by the officers specified in the resolution of all





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documents referred to in this Agreement as being required to be delivered by the Buyer.

- 6.5 The Buyer can refuse to accept the draft Updated Disclosure Letter, no later than 3 (three) Business Days from the date of its receipt, if the draft Updated Disclosure Letter contains any information that the Buyer considers, acting reasonably, as materially affecting its ability to complete the Transaction. Following such refusal, the Seller shall have the right to deliver to the Buyer, a revised draft Updated Disclosure Letter (the "Revised Updated Disclosure Letter") and if the Revised Updated Disclosure Letter contains any information that the Buyer considers, acting reasonably, as materially affecting its ability to complete the Transaction, the Buyer can refuse to accept the Revised Updated Disclosure Letter as well.
- 6.6 Following Completion, the Seller shall comply with its obligations set out in Part 2 of Schedule 2.

7. WARRANTIES

- 7.1 The Seller warrants to the Buyer that except as Disclosed, each Seller Warranty is true, accurate and not misleading as on the Execution Date. The Buyer warrants to the Seller that each Buyer Warranty is true, accurate and not misleading as on the Execution Date. The Buyer acknowledges having received the Vendor Due Diligence Reports, although the Seller and the Buyer agree that this will not have the effect of qualifying the Seller Warranties and that no information from the Vendor Due Diligence Reports can be construed as a disclosure against a Seller Warranty, unless such information is specifically set out in the Disclosure Letter.
- 7.2 The Warranties are deemed to be repeated only on the Completion Date, by reference to the facts then existing, and subject to the following:
 - 7.2.1 any reference made to the Execution Date (whether express or implied) in relation to any Warranty shall be construed, in connection with the repetition of the Warranties under Clause 7.2, as a reference to the Completion Date;
 - 7.2.2 any reference made to the Accounts (whether express or implied) in relation to any Warranty shall be construed, in connection with the repetition of the Warranties under Clause 7.2, as a reference to the Updated Accounts; and
 - 7.2.3 any reference made to the Disclosure Letter shall accordingly be construed, in connection with the repetition of the Warranties under Clause 7.2, as a reference to the Updated Disclosure Letter, unless the Buyer has refused to accept the Revised Updated Disclosure Letter in accordance with Clause 6.5.
- 7.3 Where a Warranty is qualified by the expression "so far as the Seller is aware" or any similar expression, the Seller's awareness or knowledge shall be deemed to include the knowledge of only the directors and employees of the Seller.

8. INDEMNITIES

- 8.1 The Seller shall indemnify the Buyer against all Losses suffered or incurred by the Buyer arising out of or in connection with any breach of the Seller Warranties.
- 8.2 The Buyer shall indemnify the Seller against all Losses suffered or incurred by the Seller arising out of or in connection with any breach of the Buyer Warranties.







9. CLAIMS AND LIMITATIONS OF LIABILITY

- 9.1 The provisions of this Clause 9 shall operate to limit the liability of the Seller (or the Buyer, as the context may require) in relation to any Claim.
- 9.2 The aggregate liability of the Seller for all Substantlated Claims shall not exceed an amount equal to the Purchase Price.
- 9.3 The Seller shall not be liable for a Claim (or Claims) unless:
 - 9.3.1 the Seller's liability in respect of each such Claim exceeds INR 5 million (Indian Rupees five million); and
 - 9.3.2 the aggregate amount of all Claims qualifying under Clause 9.3.1 exceeds INR 50 million (Indian Rupees fifty million), and in such event the Seller shall be liable for the whole of such amount under this Clause 9.3.2 and not merely the excess.
- 9.4 The Seller shall not be liable for a Claim unless notice in writing summarising the nature of the Claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Buyer to the Seller prior to:
 - 9.4.1 the expiry of the period of 7 (seven) years commencing on the Completion Date with respect to the Seller Warranties set out in paragraph 19 of Schedule 8, provided that nothing in this Clause 9.4.1 shall apply to such Seller Warranties (to the extent they are given in respect of, or otherwise relate to, any income taxes) if the Seller has provided a copy of the income tax authority's permission under section 281 of the Income Tax Act 1961 to the Buyer on or prior to the Completion Date; and
 - 9.4.2 the expiry of the period of 3 (three) years commencing on the Completion Date with respect to any other Seller Warranty, except the Seller Warranties set out in paragraphs 2 (Capacity of the Seller), 6 (Title to Project Undertaking), 14 (Title) and 15.1 (Encumbrances) of Schedule 8, in respect of which the Seller's liability shall remain in full force and effect indefinitely and the Buyer shall be entitled to issue a notice if and when a Claim arises under paragraphs 2, 6, 14 and 15.1, including after the 3 (three) year period mentioned above, in accordance with the claims process under this Clause 9.

9.5 The Parties agree that:

- 9.5.1 the Seller Warranties set out in paragraphs 6, 8.2, 13, 14, 15, 16, 17 and 18 of Schedule 8 are the only Seller Warranties given in respect of the Properties;
- 9.5.2 the Seller Warrantles set out in paragraphs 6, 8 and 9 of Schedule 8 are the only Seller Warranties given in respect of the Moveable Assets;
- 9.5.3 the Seller Warranties set out in paragraph 10 of Schedule 8 are the only Seller Warranties given in respect of the Business Approvals and the Other Approvals;
- 9.5.4 the Seller Warranties set out in paragraph 19 of Schedule 8 are the only Seller Warranties given in respect of Taxes; and





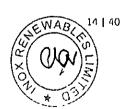




- 9.5.5 the Seller Warranties set out in paragraph 7 of Schedule 8 are the only Seller Warranties given in respect of the Business Contracts; and
- 9.5.6 the Seller Warranties set out in paragraph 3 of Schedule 8 are the only Seller Warranties given in respect of the Business Records.
- 9.6 The Seller shall not be liable for any Claim if and to the extent that the fact, matter, event or circumstance giving rise to such Claim is Disclosed to (before the Execution Date or the Completion Date) the Buyer.
- 9.7 If any Claim is based upon a liability which is contingent only, the Seller shall not be liable to make any payment unless and until such contingent liability gives rise to an obligation of the person (other than the Seller) to make a payment, provided that Buyer has given notice of that Claim in accordance with the provisions of this Clause 9.
- 9.8 The Seller shall not be liable for any Claim to the extent that it would not have arisen but for, or has been increased as a result of, any voluntary act, omission or transaction, or any change in accounting or Tax methods (including consolidations methods) or policies carried out:
 - 9.8.1 after the Completion Date by the Buyer (or its directors, employees or agents or successors in title); or
 - 9.8.2 before the Completion Date by the Seller at the direction or request of the Buyer.
- 9.9 The Seller shall not be liable for any Claim to the extent that it would not have arisen but for the failure of the Buyer to comply with any of its obligations under this Agreement.
- 9.10 The Buyer shall procure that all reasonable steps are taken to avoid or mitigate any Loss or damage which it may suffer in consequence of any breach by the Seller of the terms of this Agreement or any fact, matter, event or circumstance likely to give rise to a Claim.
- 9.11 Where the Seller has made a payment to the Buyer in relation to any Claim and the Buyer receives or is entitled to recover (whether by insurance, payment, discount, credit, relief or otherwise) from a third party, a payment which indemnifies or compensates the Buyer (in whole or in part) in respect of the liability or Loss which is the subject of a Claim, the Buyer shall: (i) promptly notify the Seller of the fact and provide such information as the Seller may reasonably require; (ii) take all reasonable steps or proceedings as the Seller may require to enforce such right; and (iii) pay to the Seller as soon as practicable after receipt an amount equal to the amount recovered from the third party (in each case net of Tax and less any reasonable costs of recovery).
- 9.12 The Seller shall not be liable to satisfy any Claim to the extent of any corresponding saving by or net quantifiable financial benefit to the Buyer arising from the matter(s) giving rise to such Claim, including the amount (if any) by which any Tax for which the Buyer would otherwise have been accountable or liable to be assessed is actually reduced or extinguished as a result of the matter(s) giving rise to the Claim.









- 9.13 The Seller shall not be liable for any Claim if and to the extent it is attributable to or the amount of such Claim is increased as a result of any: (i) legislation not in force at the Execution Date (or the Completion Date, as the context requires); (ii) change of Law (including the practice of any Tax Authority) after the Execution Date (or the Completion Date, as the context requires); or (iii) change in the rates of Tax in force at the Execution Date (or the Completion Date, as the context requires) (including if such changes have a retroactive effect).
- 9.14 The Buyer shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one Loss, cost, shortfall, deficiency, breach or other set of circumstances which gives rise to more than one Claim.
- 9.15 The Buyer waives and relinquishes any right of set off or counterclaim, deduction or retention which it might otherwise have in respect of any Claim against or out of any payments which it may be obliged to make (or procure to be made) to the Seller pursuant to and under this Agreement.
- 9.16 The Seller shall not be liable in respect of any Claim to the extent that the amount of such Claim is covered by a policy of insurance or would have been so covered if the policies of insurance effected by the Seller had been maintained after the Completion Date on no less favourable terms than those existing at the Execution Date.
- 9.17 If a breach is capable of remedy, the Buyer shall only be entitled to compensation if it gives the Seller written notice of the breach and the breach is not remedied within 30 (thirty) Business Days after the date on which such notice is served on the Seller. Without prejudice to its duty to mitigate any Loss, the Buyer shall provide all reasonable assistance to the Seller to remedy any such breach at the cost of the Seller.
- 9.18 Nothing in this Clause 9 applies to exclude or limit the liability of the Seller to the extent that a Claim arises as a result of fraud by the Seller or in respect of a breach of any of the Seller Warranties contained in paragraphs 2 ("Capacity of the Seller"), 6 ("Title to Project Undertaking"), 14 ("Title"), and 15.1 ("Encumbrances") of Schedule 8.
- 10. AGREEMENT AS TO ECONOMIC BENEFITS AND COSTS
- 10.1 Notwithstanding any other provision of this Agreement, the Parties agree that the economic benefits and costs of the Project Undertaking shall pass to the Buyer at the Economic Transfer Date, subject to the remaining provisions of this Clause 10.
- 10.2 Each Outgoing shall be apportioned on a time basis so that such part of the Outgoing as is attributable to the period up to the Economic Transfer Date shall be borne by the Seller and such part of the Outgoing as is attributable to the period on and from the Economic Transfer Date shall be borne by the Buyer. Each Receipt shall be apportioned on a time basis so that such part of the Receipt as is attributable to the period up to the Economic Transfer Date shall belong to the Seller and such part of the Receipt as is attributable to the period on and from the Economic Transfer Date shall belong to the Buyer.
- 10.3 If the Seller bears an Outgoing that relates to any period commencing on the Economic Transfer Date, the Seller shall be entitled to receive from the Buyer, on a "pro rata" basis, such amount of the Outgoing as is attributable to the period







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commencing on the Economic Transfer Date. If the Buyer bears an Outgoing that relates to any period up to the Economic Transfer Date, the Buyer shall be entitled to receive from the Seller, on a "pro rata" basis, such amount of the Outgoing as is attributable to the period prior to the Economic Transfer Date.

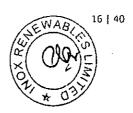
- 10.4 If the Seller receives a Receipt that relates to any period commencing on the Economic Transfer Date, the Buyer shall be entitled to receive from the Seller, on a "pro rata" basis, such amount of the Receipt as is attributable to the period commencing on the Economic Transfer Date. If the Buyer receives a Receipt that relates to any period up to the Economic Transfer Date, the Seller shall be entitled to receive from the Buyer, on a "pro rata" basis, such amount of the Receipt as is attributable to the period prior to the Economic Transfer Date.
- The Seller and the Buyer shall each draw up a statement of their respective Outgoings and Receipts referred to in Clauses 10.3 and 10.4 including the balance owing by one Party to the other Party within seven (7) Business Days after the Completion Date. The respective balances determined pursuant to this Clause 10.5 shall be adjusted against each other and the amount of the remaining balance (after allowing for such set-off) shall be paid by the relevant Party to the other Party within five (5) Business Days after receipt of the statement by the relevant Party. The Parties agree that the Seller shall be entitled to an effective rate of interest of 15% (fifteen per cent) per annum on the daily amount of the Outgoings borne by the Seller under Clause 10 (as adjusted for any daily Receipts of the Seller), which interest shall be paid by the Buyer to the Seller within five (5) Business Days after the Completion Date and shall be chargeable from the Economic Transfer Date.
- 10.6 Subject to the provisions of Schedule 1, the Seller shall continue to carry on the business of the Project Undertaking up to the Completion Date. The Seller shall maintain in force, up to and including the Completion Date, all the policies of insurance that have been Disclosed.

11. CONTRACTS

- 11.1 Upon the transfer or assignment of the Business Contracts, the PPAs and the Leases to the Buyer in accordance with this Agreement, the Buyer undertakes to the Seller with effect from the Completion Date to assume the obligations and liabilities of the Seller under the Business Contracts, the PPAs and the Leases and the Buyer shall indemnify the Seller, in accordance with claims process under Clause 9, against all Losses suffered or incurred by the Seller in respect of the non-performance or defective or negligent performance by the Buyer of any of the Business Contracts, the PPAs and the Leases, in each case, after the Completion Date.
- 11.2 This Agreement shall constitute an assignment to the Buyer of the benefit of all of the Business Contracts, the PPAs and the Leases, capable of assignment without the consent of any third party, in each case, with effect from the Completion Date.
- 11.3 Nothing in this Agreement shall be construed as an assignment or attempted assignment if such assignment or attempted assignment would constitute a breach of any of the Business Contracts, the PPAs and the Leases. The Parties acknowledge that any assignment under a Business Contract, the PPAs or a Lease would be subject to the consent of the relevant counter-party.









12. CONFIDENTIALITY

- 12.1 Each Party agrees and undertakes that it shall not reveal, and shall use its best efforts to ensure that its directors, officers, managers, employees (including those on secondment), Affiliates, legal, financial and professional advisors and potential funding resources (collectively, "Representatives") to whom any Confidential Information is made available do not reveal, to any third party any Confidential Information without the prior written consent of the concerned Party, as the case may be.
- 12.2 The provisions of Clause 12.1 above shall not apply to:
 - 12.2.1 disclosure of information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement;
 - 12.2.2 disclosure by a Party to its Representatives, provided, however, that such Representatives are bound by confidentiality obligations;
 - 12.2.3 disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances or permissible by Law and subject to any practicable arrangements to protect confidentiality, to the extent required by Law;
 - 12.2.4 information lawfully and independently acquired by a Party from a third party source not obligated to the Party disclosing Confidential Information to keep such information confidential;
 - 12.2.5 disclosure of Confidential Information (including with regard to any Claim) for the purpose of or in connection with any judicial proceedings arising out of this Agreement;
 - 12.2.6 disclosure in connection with the performance of obligations or the exercise of rights (including remedies) under this Agreement;
 - 12.2.7 information discovered or developed by the receiving Party independent of any disclosure of Confidential Information by the disclosing Party; and
 - 12.2.8 any public announcements pertaining to this Agreement or the Transaction, as may be mutually agreed between the Parties.

13. TERMINATION

- 13.1 Without affecting any other right or remedy available to it, the Parties may terminate this Agreement by their mutual written agreement.
- 13.2 If any of the Conditions are not satisfied, deferred or waived in accordance with Clause 2.6 by the Longstop Date, this Agreement shall terminate and cease to have effect from the Longstop Date. Following such termination, the Seller and the Buyer shall co-operate fully in all actions necessary to cancel, reverse or otherwise undo the effect of any satisfied Conditions including (but not limited to):









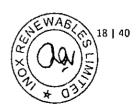
- 13.2.1 the transfer (or issuance) of any Business Approval, which has been transferred (or issued) to the Buyer, in favour of the Seller;
- 13.2.2 the registration of the Seller's interest with the relevant sub-registrar or collector in District Thoothukudi, Tamil Nadu in respect of any transferred Freehold Properties and the Leasehold Properties and repayment of 10% of the Purchase Price from the Seller to the Buyer;
- 13.2.3 the novation or transfer of any Lease, which has been novated or transferred to the Buyer, back to the Seller;
- 13.2.4 the amendment of the Business Contracts (if required);
- 13.2.5 the Buyer making available to the Seller, physical possession of all Moveable Assets that are in the Buyer's possession;
- 13.2.6 the Buyer returning to the Seller, any Business Records that the Seller had delivered to, or made available to, the Buyer;
- 13.2.7 the novation or amendment of the PPAs to transfer the Buyer's rights and obligations under the PPAs back to the Seller and repayment of 90% of the Purchase Price from the Seller to the Buyer;
- 13.2.8 the relevant Party paying back to the other Party, such amount of the relevant Party's Receipts, as is payable to the other Party after adjusting each Party's aggregate Receipts and Outgoings in the manner set out under Clauses 10.3 to 10.5;
- 13.2.9 the provision by these Parties of all information reasonably necessary to make any notification or filing required by any Governmental Authority or third party; and
- 13.2.10 keeping the other Party informed of the progress of any notification or filing and providing such other assistance as may reasonably be required.

The Seller and the Buyer shall use best efforts to procure (so far as it lies within their respective powers so to do) that the effect of any satisfied Conditions is cancelled, reversed or otherwise undone in accordance with this Clause 13.2, such that the Seller and the Buyer are restored to the position in which they would have been if no Condition was satisfied. However, if the effect of any of the satisfied Conditions cannot be cancelled, reversed or otherwise undone for reasons beyond the control of either Party, the Parties agree to take all such additional actions to restore the *status quo ante* of the Project Undertaking.

- 13.3 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if there has been a material breach of any of the other Party's Warranties, covenants or undertakings contained in this Agreement, and which breach has not been cured within thirty (30) days after the notice of the breach from the Party or which breach, by its nature, cannot be cured by the Longstop Date.
- 13.4 No termination of this Agreement under this Clause 13 shall affect the following Clauses:
 - 13.4.1 Clause 1 (Definitions and Interpretation);







- 13.4.2 Clause 8 (Indemnities);
- 13.4.3 Clause 9 (Claims and Limitations of Liability);
- 13.4.4 Clause 12 (Confidentiality);
- 13.4.5 Clause 13 (Termination);
- 13.4.6 Clause 17 (Entire Agreement); and
- 13.4.7 Clause 26 (Governing Law, Jurisdiction and Dispute Resolution),

each of which shall continue in force, and no such termination shall affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

14. FURTHER ASSURANCE

- 14.1 The Seller shall (at its own expense) promptly execute and deliver such documents and perform such acts as the Buyer may reasonably require from time to time for the purpose of giving full effect to this Agreement, including the transfer of the Project Undertaking.
- 14.2 The Buyer shall (at its own expense) promptly execute and deliver such documents and perform such acts as the Seller may reasonably require from time to time for the purpose of giving full effect to this Agreement, including for the satisfaction of the Conditions and the transfer of the Project Undertaking.

15. LEAP GREEN'S RESPONSIBILITY

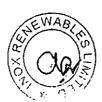
- 15.1 Unless expressly provided otherwise in this Agreement, Leap Green shall be jointly and severally liable for the Buyer's obligations under this Agreement.
- 15.2 The Seller shall be entitled to take action against either Leap Green or the Buyer or both without affecting the joint and several liability of the other under this Agreement.

16. ASSIGNMENT

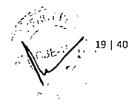
- 16.1 Without the prior written consent of the other Party, neither the Seller nor the Buyer shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Agreement (or any other document referred to in it).
- 16.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the Parties in relation to the Transaction and supersedes and extinguishes all previous agreements, promises, assurances, warranties and undertakings between the Parties, whether written or oral, relating to the Transaction and the subject matter of this Agreement.









17.2 Each Party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

18. VARIATION AND WAIVER

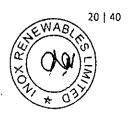
- 18.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 18.2 A waiver of any right or remedy under this Agreement or by Law is only effective if it is given in writing and is signed by the person waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.
- 18.3 A failure or delay by any person to exercise any right or remedy provided under this Agreement or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 18.4 No single or partial exercise of any right or remedy provided under this Agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19. COSTS
- 19.1 Except as expressly provided in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement (and any documents referred to in it).
- 19.2 The Parties agree that the following costs and expenses shall be borne equally between the Buyer and the Seller:
 - 19.2.1 all stamp duties, registration fees and similar transfer-related Taxes, which are incurred by either Party in relation to this Agreement as well as the sale and transfer of the Project Undertaking in accordance with this Agreement;
 - 19.2.2 all costs and expenses incurred by either Party in connection with transferring or procuring the transfer of the Business Approvals and the approval of any Governmental Authority for the transfer of the Target Project in accordance with this Agreement; and
 - 19.2.3 all costs and expenses (including stamp duties, registration fees and similar transfer-related Taxes) incurred by either Party in connection with cancelling, reversing or otherwise undoing the effect of any satisfied Conditions under Clause 13.2, including any costs and expenses already incurred under Clauses 19.2.1 and 19.2.2 above.

20. NOTICES

- 20.1 For the purposes of this Clause 20, but subject to Clause 20.7, notice includes any communication.
- 20.2 A notice given to a Party under or in connection with this Agreement:









- 20.2.1 shall be in writing and In English;
- 20.2.2 shall be signed by or on behalf of the Party giving it;
- 20.2.3 shall be sent to the relevant Party for the attention of the person and to the address or email address specified in Clause 20.3, or such other address or person as that Party may notify to the other in accordance with the provisions of this Clause 20;
- 20.2.4 shall be:
 - (a) delivered by hand;
 - (b) sent by email; or
 - (c) sent by pre-paid first class post, recorded delivery or special delivery;and
- 20.2.5 is deemed received as set out in Clause 20.5.
- 20.3 The addresses for service of notices is:
 - 20.3.1 Seller
 - (a) address: Inox Tower, Plot No. 17, Sec. 16A Film City, Noida
 - (b) email address: bjuneja@gfl.co.ln
 - (c) for the attention of: Mr. Bhupesh Juneja
 - 20.3.2 Buyer
 - (a) address: No. 484, Kamaraj Road, Uppilipalayam, Coimbatore, Tamil Nadu, India 641 015
 - (b) email address: dev@leapgreenenergy.com
 - (c) for the attention of: Mr. Dev Anand V
 - 20.3.3 Leap Green
 - (a) address: No. 484, Kamaraj Road, Uppilipalayam, Coimbatore, Tamil Nadu, India 641 015
 - (b) email address: rajeev@leapgreenenergy.com
 - (c) for the attention of: Mr. Rajeev Akshay Karthikeyan
- 20.4 A Party may change its details for service of notices as specified in Clause 20.3 by giving notice to the other Party. Any change notified pursuant to this Clause shall take effect at 9.00 am on the later of:
 - 20.4.1 the date (if any) specified in the notice as the effective date for the change; or
 - 20.4.2 2 (two) Business Days after deemed receipt of the notice of change.







- 20.5 Delivery of a notice is deemed to have taken place (provided all other requirements in this Clause have been satisfied):
 - 20.5.1 if delivered by hand, on signature of a delivery receipt;
 - 20.5.2 if sent by email, at the time of transmission, provided that the same notice is also delivered in physical form, in accordance with this Clause 20, after transmission of the email; or
 - 20.5.3 if sent by pre-pald first class post, recorded delivery or special delivery to an address in India, at 9.00 am on the second Business Day after posting; or
 - 20.5.4 If deemed receipt under the previous paragraphs of this Clause 20.5 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this Clause, all references to time are to local time in the place of deemed receipt.
- 20.6 To prove service, it is sufficient to prove that:
 - 20.6.1 if delivered by hand, the notice was delivered to the correct address;
 - 20.6.2 If sent by email, the sender received a delivery or read receipt for the email and the notice in physical form was delivered or sent in accordance with Clause 20; or
 - 20:6.3 If sent by post, the envelope containing the notice was properly addressed, paid for and posted.
- 20.7 This Clause 20 does not apply to the service of any proceedings or other documents in any legal action.

21. INTEREST

If a Party fails to make any payment due to the other Party under this Agreement by the due date for payment, then the defaulting Party shall pay interest on the overdue amount at the Interest Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and shall be compounded quarterly. The defaulting Party shall pay the interest together with the overdue amount.

22. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

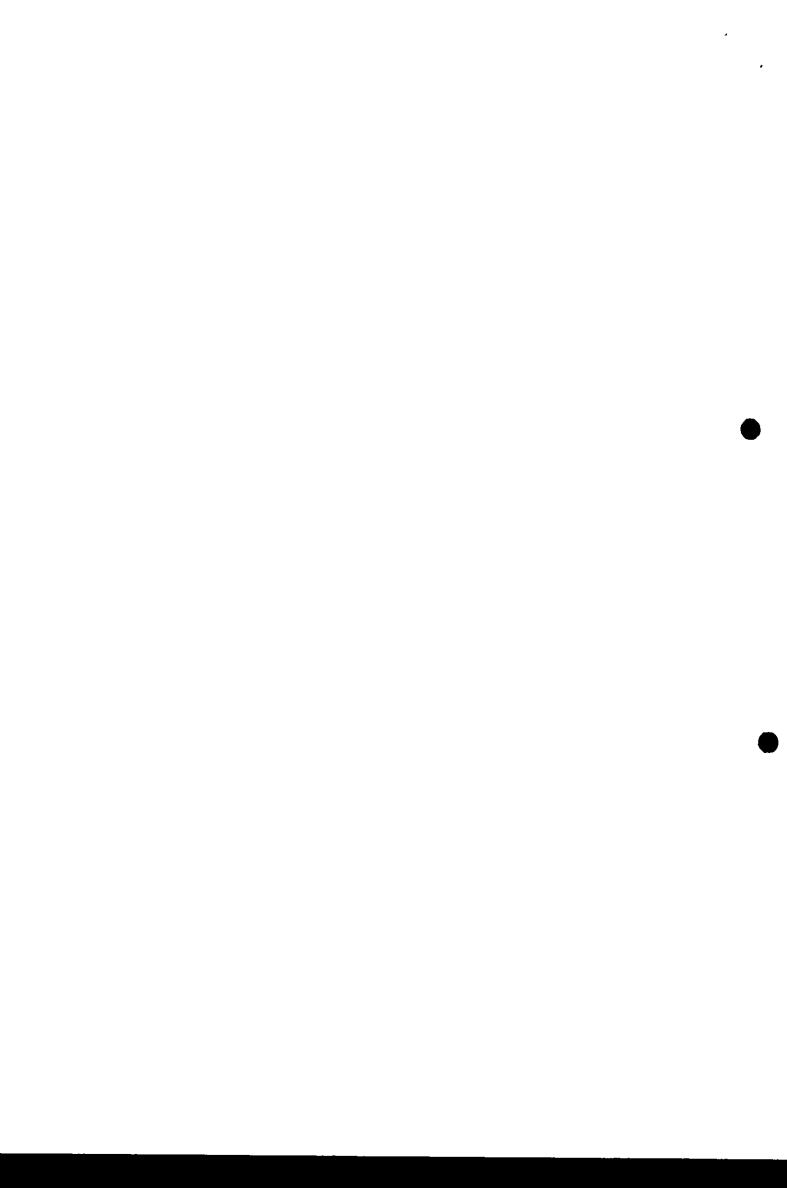
23. SUCCESSORS

This Agreement (and the documents referred to in it) are made for the benefit of the Parties and their successors and permitted assigns, and the rights and obligations of









the Parties under this Agreement shall continue for the benefit of, and shall be binding on, their respective successors and permitted assigns.

24. COUNTERPARTS

- 24.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 24.3 No counterpart shall be effective until each Party has executed at least one counterpart.

25. RIGHTS AND REMEDIES

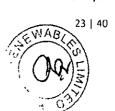
- 25.1 It is the intention of the Parties that the rights and remedies provided under this Agreement are exclusive of any rights or remedies provided by Law.
- 25.2 Notwithstanding any other provision of this Agreement, each Party agrees that its only remedy in respect of any misrepresentation by the other Party or any breach of a Warranty of the other Party shall be to make a Claim, and each Party waives its right to claim liquidated or unliquidated damages for: (i) any misrepresentation by the other Party; or (ii) any breach of a Warranty of the other Party or other term of this Agreement.
- 25.3 Each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the Party's covenants and undertakings under this Agreement and that the other Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Party's covenants or undertakings under this Agreement.

26. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of the Republic of India.
- 26.2 Each Party irrevocably agrees that the courts of New Delhi shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 26.3 Any dispute arising out of or in connection with this Agreement, including a dispute or proceeding regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation arising out of or in connection with this Agreement or regarding the consequences of its nullity ("Disputes"), shall be resolved by arbitration conducted in English in accordance with the Arbitration and Conciliation Act 1996, by which the Parties agree to be so bound. The Disputes shall be resolved by an ad hoc arbitral tribunal consisting of 3 (three) arbitrators. The Buyer









shall appoint 1 (one) arbitrator and the Seller shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator, who shall be the presiding officer for all arbitration proceedings under this Agreement. The place and seat of arbitration shall be New Delhi.

Signed by Mr. Deepak Asher

for and on behalf of INOX RENEWABLES LIMITED

Signed by Mr. Dev Anand V

for and on behalf of IVY ECOENERGY INDIA PRIVATE LIMITED

Signed by Mr. Rajeev Akshay Karthikeyan

for and on behalf of LEAP GREEN ENERGY PRIVATE LIMITED

Olepens

Director

Director

Director

CBE-15

PRE-COMPLETION OBLIGATIONS

- 1. The Seller undertakes to the Buyer that pursuant to Clause 5, the Seller shall:
 - 1.1 operate the Project Undertaking in its ordinary course so as to maintain the Project Undertaking as a going concern and not discontinue or cease to operate all or a material part of the Project Undertaking;
 - 1.2 not create, or agree to create, any new Encumbrance over the Project Undertaking;
 - 1.3 not make any material change to the accounting procedures or principles by reference to which the accounts of the Seller are drawn up; and
 - 1.4 not incur or assume any interest-bearing liability in relation to the Target Project in excess of INR 40 million (Indian Rupees forty million).
- 2. The Seller shall immediately disclose to the Buyer in writing any matter or thing which arises or may arise or become known to it before the Completion Date, which has, or is likely to have, a material and/or adverse effect on the business of the Project Undertaking, as is presently conducted.
- 3. The Seller shall procure that, during the Interim Period, the Buyer shall be given promptly on request access at all reasonable times to:
 - 3.1 the Properties;
 - 3.2 the Moveable Assets;
 - 3.3 the Business Records; and
 - 3.4 such further facilities and information relating to the Project Undertaking as the Buyer may reasonably require.







COMPLETION

Part 1: Seller's Completion Obligations

- The Seller shall deliver, or procure delivery, to the Buyer of or make available to the 1. Buyer:
 - physical possession of all Moveable Assets, capable of passing by delivery, 1.1 with the intent that title in such Moveable Assets shall pass to the Buyer by and on such delivery:
 - 1.2 counterparts of executed novation agreements, which transfer (or amend and transfer) the Business Contracts, the Leases and the PPAs in the Buyer's
 - 1.3 counterparts of executed sale deeds to transfer all Freehold Properties (including all rights, title and interest of the Seller in such Freehold Properties) in the Buyer's favour;
 - 1.4 all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the Moveable Assets;
 - 1.5 the Business Records;
 - a certified copy of the resolution, adopted by the board of directors of the 1.6 Seller authorising the sale of the Project Undertaking; and
 - the Updated Disclosure Letter. 1.7

Part 2: Post-Completion Obligations

1. The Seller shall promptly notify the Buyer of any claims, demands, actions, complaints and proceedings against the Seller brought by any third party in respect of the operation of the Project Undertaking.







CONDITIONS

This Agreement is subject to the terms and conditions in this Schedule 3.

Part 1: Seller's Conditions

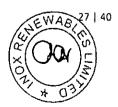
- The passing, at duly convened general and board meetings of the Seller, of resolutions to approve the sale and transfer of the Project Undertaking.
- 2. The making of applications by the Seller to the relevant sub-registrar or collector in District Thoothukudi, Tamil Nadu seeking approval for the transfer of the Freehold Properties.
- Delivery to the Buyer, of the documents set out in paragraphs 8 and 9 of Schedule 3 below and certified copies of the Other Approvals (or the originals of such Other Approvals, where the Buyer so requests and as may be available with the Seller).
- 4. The making of applications by the Seller to appropriate Governmental Authorities seeking transfer of the Business Approvals in favour of the Buyer.
- 5. The making of applications by the Seller to the Tamil Nadu Electricity Board seeking approval for the transfer of the Target Project.
- 6. The making of an application by the Seller to TANGEDCO seeking approval for the novation of the PPAs.
- Delivery of the Revised Updated Disclosure Letter to the Buyer by the Seller in terms
 of Clause 6.5 within 7 (seven) Business Days of the Buyer refusing to accept, in writing,
 the draft Updated Disclosure Letter.
- 8. Delivery to the Buyer, of certified copies of:
 - 8.1 'Safety Certificate' or the report of the 'Chief Electrical Inspector to the Government' related to the Target Project, if available; and
 - 8.2 the agreement set out at serial number 1 in Schedule 7.
- 9. Delivery to the Buyer of the originals of the following documents:
 - 9.1 no objection certificate for the commissioning of the Target Project from the 'Chief Engineer, Non-Conventional Energy Sources';
 - 9.2 the 'Commissioning Certificates' set out in Part 2 of Schedule 5;
 - 9.3 sale deeds related to the Freehold Properties executed in favour of the Seller; and
 - 9.4 the PPAs.

Part 2: Buyer's Conditions

 The passing, at duly convened general and board meetings of the Buyer, of resolutions to approve the purchase of the Project Undertaking.







- Deduction of Tax by the Buyer under Section 194-IA of the Income Tax Act 1961 in respect of the Buyer's acquisition of the Freehold Properties.
- 3. The execution of the Bank Guarantee.

Part 3: Other Conditions

- Registration of the Buyer's interest with the relevant sub-registrar or collector in District Thoothukudi, Tamil Nadu in respect of the Freehold Properties and delivery of the counterparts of executed sale deeds, by each Party to the other, to transfer all Freehold Properties (including all rights, title and interest of the Seller in such Freehold Properties) in the Buyer's favour.
- 2. Receipt of the approval of Tamil Nadu Electricity Board for the transfer of the Target Project.
- 3. Execution and delivery of novalion agreements to transfer the PPAs in favour of the Buyer.
- 4. Receipt of Business Approvals transferred in the Buyer's favour or new Governmental Approvals issued to the Buyer in place of any Business Approvals.
- Amendment to the operations and maintenance agreement dated 15 May 2012 executed by and between the Seller and Inox Wind Infrastructure Services Limited to include rights for additional information/ access.
- 6. Execution of novation agreements, in agreed form, to transfer (or amend and transfer) individual Business Contracts in the Buyer's favour.
- 7. The execution and delivery of a certificate from the Seller confirming that no loans are outstanding, and no assets comprising the Project Undertaking are charged to any lenders, as of that certificate's date.
- 8. Acceptance of the draft Updated Disclosure Letter or the Revised Updated Disclosure Letter by the Buyer.







SCHEDULE 4

THE PROPERTIES

Freehold Properties

Vavathor project

- (1) Piece and parcel of land having survey no. 189/5, 189/7, 193/9, 176/2, 189/2, 190/12, 190/11, 194/4 admeasuring 1.42.5 Hectares situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.
- (2) Piece and parcel of land having survey no. 193/11, 194/5 admeasuring 1.07.0 Hectares situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.
- (3) Piece and parcel of land having survey no. 194/10, 194/9 admeasuring 2.22.5 Hectares situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.
- (4) Piece and parcel of land having survey no. 189/1, admeasuring 0.56.0 Hectares situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.
- (5) Piece and parcel of land having survey no. 188/2, admeasuring 0.37.0 Hectares situated at Village Sivagnanapuram, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.

Chettikurichi project

(1) Piece and parcel of land having survey no. 252/3A, 252/2, 252/3B, 252/1 admeasuring 8.70.5 Hectares situated at Village Vellalankottai, Taluk Kovilpatti, District Thoothukudi, Tamil Nadu.







SCHEDULE 5

THE APPROVALS

Part 1

(NIL)

Part 2

Commissioning Certificate

- (1) Memo no. SE/TEDC/TTN/AAE/DVT/AE/DVT/F. Wind Mill/D. 1270/11 dated 9August 9 2011 providing clearance to commission 1 (one) WEG of 2000 (two thousand) KW at SF Section in Tuticorin District as per grid tie up approval and NOC Issued by CE/NCES/Tamil Nadu Electricity Board, Chennai as per letter No. CE/NCES/SE/EE/WPP/A2/F.M/s Gujarat Fluorochemicals Ltd/ WEG No:REC11(T)/R/D.42/11. (Vavathor Project)
- (2) Commissioning Certificate dated 6 July 2010 for the successful commissioning of 1 (one) WTG of 2000 (two thousand) KW for the Chettikurichi project on 7 June 2009. (Chettikurichi Project)

Clean Development Mechanism

(1) Letter dated 8 September 2014 from the Ministry of Environment and Forests, Government of India regarding host country approval accorded to the Tamil Nadu projects through letter No 4/5/2012-CCC dated 28 June 2012.







SCHEDULE 6

THE MOVEABLE ASSETS

Description	Address	Manufacturer
	Vellalankottai Village, Kovilpatti Taluk, Tuticorin District	Inox Wind
Wind Mill - Inox 1	(Chettikurichi Project)	Limited
	Sivagnanapuram Village, Kovilpatti Taluk, Tuticorin District	Inox Wind
Wind Mill - Inox 2	(Vavathor Project)	Limited





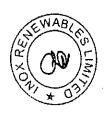


THE BUSINESS CONTRACTS

S.No.	Contract	Date of contract	Parties
1.	Operations and maintenance agreement for operation and maintenance services for 2 (two) wind energy generators of 2 (two) MW capacity each at the Chettikurichi and Vavathor projects, as amended from time to time	15 May 2012	Seller Mind Infrastructure Services Limited







SCHEDULE 8

THE SELLER WARRANTIES

Part 1: General Warranties

Except as set out in the Disclosure Letter, the Seller warrants that:

- 1. Information Supplied
- 1.1 All information contained in this Agreement and all matters contained in the Disclosure Letter was, when given, and is now true, accurate and not misleading.
- 2. Capacity of the Seller
- 2.1 The Seller has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this Agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this Agreement.
- 2.2 This Agreement and all other agreements and documents referred to in it constitute (or shall when executed constitute) valid, legal and binding obligations on the Seller enforceable in accordance with their respective terms.
- 2.3 The Seller does not require the consent, approval or authority of any other person to enter into this Agreement. The Seller's entry into and performance of this Agreement will not constitute any breach of or default under its articles of association or any other agreement or instrument or order, judgement, decree or other restriction binding on it, and the Seller is not engaged in any litigation or arbitration proceedings which might have an effect on its capacity or ability to perform its obligations under this Agreement and, to the Seller's knowledge, no such legal or arbitration proceedings have been threatened against it.
- 2.4 No administrator or liquidator has been appointed in relation to the Seller or any assets comprising the Project Undertaking and no order has been passed by a court, directing that the Seller be wound up or liquidated.
- 3. Business Records
- 3.1 All Business Records:
 - (a) have been properly prepared and maintained;
 - (b) do not contain any material inaccuracies or discrepancies; and
 - (c) are in the possession of the Seller.
- 4. Accounts
- 4.1 The Accounts have been properly prepared in accordance with the generally accepted accounting principles applied in India.
- 4.2 The Accounts give a true and fair view of the state of affairs of the Seller as at the Accounts Date, and of the profit or loss of the Seller, for the relevant financial reporting period.







- 4.3 The Accounts have been filed and laid before the Seller (as the case may be) in general meeting in accordance with the requirements of all applicable Laws.
- 4.4 To the knowledge of the Seller, there are no undisclosed or contingent liabilities pertaining to the Project Undertaking.
- 4.5 There is no outstanding guarantee, indemnity, suretyship or security given by or on behalf of the Seller pertaining to the Project Undertaking.
- 5. Changes since the Accounts Date

Since the Accounts Date:

- (a) the business of the Project Undertaking has been carried on in the ordinary and usual course both as regards the nature, scope and manner of conducting such business and so as to maintain the Project Undertaking as a going concern;
- (b) there has been no material reduction in the value of the Moveable Assets, as specified in the Accounts (other than normal depreciation), to the extent that these Moveable Assets are still owned by the Seller; and
- (c) none of the Moveable Assets have been lost, damaged or destroyed.
- 6. Title to the Project Undertaking
- 6.1 The assets comprising the Project Undertaking comprise all of the assets now used in the Project Undertaking and that are necessary for the continuation of the business of the Project Undertaking as it is carried on at the Execution Date.
- 6.2 The assets comprising the Project Undertaking are in the possession and control of the Seller.
- 6.3 The Seller has good and marketable title to each asset comprising the Project Undertaking, and each such asset is legally and beneficially owned by the Seller. There are no Encumbrances over any of such assets, and the Seller has not agreed to create any Encumbrances over such assets.
- 7. The Business Contracts
- 7.1 Except for the Business Contracts, there are no contracts, arrangements, licences or other commitments involving material obligations or liabilities in respect of the Project Undertaking which ought reasonably to be made known to the Buyer.
- 7.2 There are no contracts, understandings, transactions or proposed transactions between the Seller, on the one hand, and any Related Party, on the other hand, in relation to the Project Undertaking.
- 7.3 With regard to each of the Business Contracts:
 - (a) such Business Contract is binding on the Seller and remains in full force and effect;
 - (b) each of the other parties to a Business Contract have complied with and are in compliance with (in each case, in all material respects) their respective obligations under such Business Contract;







- (c) the Seller has not sub-contracted any of its obligations under any Business Contract;
- (d) there is no pending dispute in relation to such Business Contracts; and
- (e) to the Seller's knowledge, there are no circumstances which constitute a ground on which any Business Contract may be avoided, rescinded, repudiated, prematurely determined or declared to be invalid or which would give any other contracting party the right to impose any obligation on (whether to make payment or otherwise), or exercise any right against the Seller in such circumstances.

8. Condition of assets

- 8.1 The Moveable Assets are (subject to regular wear and tear):
 - in good repair and condition and in working order and will continue to be capable of doing the work for which they were designed;
 - (b) have been regularly and properly maintained; and
 - (c) are used exclusively in connection with the Project Undertaking.
- 8.2 The Properties and the Moveable Assets constitute all of the assets necessary for the conduct of the business of the Project Undertaking, as conducted as of the Execution Date.
- 9. Insurance
- 9.1 The Moveable Assets are, and have at all material times been, insured to their full replacement or reinstatement value against fire and all other risks customarily insured against by persons carrying on the same types of business as that of the Project Undertaking, and the Seller has at all material times adequately insured against accident, damage, injury, third party loss (including product liability) and all other risks customarily insured against by persons carrying on a similar business to that of the Project Undertaking.
- 9.2 Full particulars of all insurance policies held by the Seller in respect of the Project Undertaking have been Disclosed.
- 9.3 All insurance policies are in full force and effect, and all premiums due thereon have been paid. The Seller has complied in all material respects with the terms and provisions of such insurance policies. The insurance coverage provided by such insurance policies is compliant with any applicable obligations of the Seller under the Business Contracts.
- 9.4 The Disclosure Letter contains complete and accurate details of all insurance claims made by the Seller in relation to the Project Undertaking during the period of 12 months ending on the Execution Date.
- 9.5 There are no material outstanding claims under, or in respect of the validity of, any of the insurance policies held by the Seller in respect of the Project Undertaking and, so far as the Seller is aware, there are no circumstances likely to give rise to any claim under any of those policies.



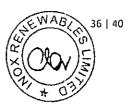




- 10. Business Approvals and Other Approvals
- 10.1 Each of the Business Approvals and Other Approvals is valid and subsisting and, so far as the Seller is aware, the Seller is not in breach of the terms or conditions of the Business Approvals or Other Approvals.
- 10.2 To the Seller's knowledge, there are no circumstances that indicate that the Business Approvals or the Other Approvals may be revoked, suspended or cancelled (in whole or in part) and there is no reason why the Business Approvals or the Other Approvals should not be renewed on the same terms by the Buyer or transferred to the Buyer.
- 10.3 The Seller has not received any written notices, summons, demands or directives from any Governmental Authority in relation to the Project Undertaking.
- 11. Disputes
- 11.1 The Seller is not engaged in or subject to any litigation, administrative, mediation or arbitration proceedings or any outstanding material claims received by the Seller in writing (except for debt collection in the ordinary and usual course of business, details of which have been Disclosed) in relation to the Project Undertaking.
- 1.1.2 There are no existing or pending judgments or rulings against the Seller which affect or may affect the Project Undertaking. The Seller has not given any undertakings arising from legal proceedings to a court or Governmental Authority or third party which could affect the Project Undertaking.
- 11.3 Details of all material claims, complaints or returns relating to the Project Undertaking that have occurred during the 12 (twelve) months preceding the Execution Date have been Disclosed.
- 12. Insolvency
- 12.1 The Seller is not insolvent or unable to pay its debts within the meaning of the Companies Act or applicable insolvency legislation in India.
- 13. Properties
- 13.1 The particulars of the Properties set out in Schedule 4 are true, complete and accurate.
- 13.2 All of the Properties are actively used by the Seller in connection with the business of the Project Undertaking.
- 13.3 There are no written notices or claims received by the Seller, which are pending or threatened with respect to the Properties.
- 14. Title
- 14.1 The Seller is solely legally and beneficially entitled to, and has a good and marketable title to, each of the Freehold Properties and the Moveable Assets. Upon Completion, the Buyer shall have good and valid title and will be in valid and legal possession to such Freehold Properties and the Moveable Assets, free from Encumbrances.
- 14.2 The Seller is in possession of the Properties on an exclusive basis. Further, the Seller has title and enjoys access and right of way thereto and no right of occupation or







enjoyment has been acquired or is in the course of being acquired by any third party, or has been granted or agreed to be granted to any third party.

- 14.3 The Seller has in its possession and control and has Disclosed:
 - either copies or originals of all the title deeds and documents necessary to prove good and marketable title to the Properties and the Moveable Assets;
 and
 - (b) in relation to each Lease:
 - (i) all consents required under the Lease;
 - (ii) copies of all assignments of the Lease; and
 - (iil) evidence of the current annual rent payable under each Lease.
- 14.4 The documents of title relating to the Properties to be delivered to the Buyer on completion of the purchase of each of the Properties will all be adequately stamped with stamp duty and registered, where required.
- 14.5 To the Seller's knowledge, there are no claims relating to any issue of title affecting the Properties and the Moveable Assets.
- 15. Encumbrances
- 15.1 The Properties and the Moveable Assets are free from:
 - (a) any mortgage, debenture, charge (whether legal or equitable and whether fixed or floating), lien or other right in the nature of security; and
 - (b) any agreement for sale, estate contract, option, right of pre-emption or right of first refusal,

and there is no agreement or commitment to give or create any of them.

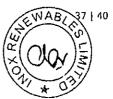
- 15.2 The Properties are not subject to the payment of any outgoings other than non-domestic local business rates and water and sewerage charges (and in the case of the Leasehold Properties, principal rent, insurance premiums and service charges, as applicable), and all outgoings have been paid when due and none are disputed.
- 15.3 All covenants, restrictions, stipulations and other Encumbrances affecting the Properties have been fully observed and performed and no notice of any alleged breach has been received by the Seller.
- 16. Statutory obligations

The Seller has complied with all applicable statutory and byelaw requirements, and all regulations, rules and delegated legislation, relating to the Properties and the Moveable Assets and their current use.

- 17. Condition
- 17.1 Each of the Properties is in a good state of repair and condition.
- 17.2 The Seller has not received any adverse report from any engineer, surveyor or other professional relating to any of the Properties and the Moveable Assets and is not







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aware of any predecessor in title having done so.

18. Complaints and disputes

There exists no dispute between the Seller and the owner or occupier of any other premises adjacent to or neighbouring the Properties and the Seller does not expect, and is not aware of any circumstances that may give rise to, any such dispute after the Execution Date.

- 19. Taxes
- 19.1 All due Taxes relating to the Project Undertaking have been paid.
- 19.2 There are no: (i) proceedings pending or proposed or threatened against the Seller in respect of Taxes in relation to the Seller or the Project Undertaking; or (ii) disputes or claims concerning any liability for Taxes in relation to the Seller or the Project Undertaking for which notice has been provided or that is otherwise known to the Seller, in each case that could impair or delay the Completion.
- 20. Intellectual Property
- 20.1 The Seller does not own any intellectual property exclusively in relation to the Project Undertaking.
- 20.2 The Seller has not entered into any contracts pursuant to which a third party has authorised the Seller to use, practice any rights under or grant sub-licenses with respect to any intellectual property rights owned by a third party.
- 20.3 The operation of the business of the Project Undertaking does not infringe or violate the intellectual property rights of any third party. The Seller has not received any written communication alleging and no proceedings have been threatened, in either case, that the Seller has violated any intellectual property rights of any third party.







SCHEDULE 9

THE BUYER WARRANTIES

- 1. The Buyer warrants to the Seller that:
 - 1.1 It is validly incorporated, in existence and duly registered under the laws of India and has full power to conduct its business.
 - 1.2 It has obtained all corporate authorisations and all Governmental Approvals required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would adversely affect to a material extent its ability to enter into and perform its obligations under this Agreement.
 - 1.3 Entry into and performance by it of this Agreement will not: (i) breach any provision of its memorandum and articles of association; or (ii) result in a breach of any laws or regulations of India or of any order, decree or judgment of any court or any governmental or regulatory authority, where (in either case) the breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement.
 - 1.4 It is not insolvent or bankrupt, unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no insolvency proceedings in respect of it and no events have occurred which would justify such insolvency proceedings being commenced. No steps have been taken to enforce any Encumbrance over any of its assets and no event has occurred to give the right to enforce such Encumbrance.
 - 1.5 It is not aware of any fact, matter or circumstances that will, or is likely to, prevent or delay the fulfilment of any of the conditions to the Completion or the obtaining of any of the Business Approvals.
 - 1.6 It has available cash or available financing facilities and which will provide in immediately available funds the necessary cash resources to pay the Purchase Price and meet its other obligations under this Agreement. It is and will be able to satisfy any and all conditions of drawdown as specified in its financing agreements prior to Completion.
 - 1.7 There are no contracts, agreements, arrangements or other understandings (whether reduced to writing or not) between: it or any of its representatives on the one hand and providers of debt or equity finance (or any of their representatives) on the other hand; or it or any of its representatives or providers of debt finance (or any of their representatives) on the one hand, and any third party on the other hand: involving any payment of money or other benefits, or the giving of any indemnity or other assurance, in connection with the transactions contemplated under this Agreement; otherwise concerning the transactions contemplated under this Agreement; or which are conditional upon the transactions contemplated under this Agreement, in each case, other than those which have been disclosed in writing to the Seller.







1.8 No default or draw stop event under any of the its financing agreements has occurred nor is it aware of any event or circumstance which could reasonably be expected to constitute such a default or draw stop event which would enable the relevant lenders to refuse to provide funds under these financing agreements to give effect to the terms of this Agreement.







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To:

Ivy Ecoenergy India Private Limited No. 484, Kamaraj Road, Uppilipalayam Coimbatore, Tamil Nadu, India 641 015

7 March 2017

Sub: Proposed business transfer agreement between Inox Renewables Limited, Ivy Ecoenergy India Private Limited and Leap Green Energy Private Limited

Dear Sirs

1:

We refer to the business transfer agreement to be entered into today between Inox Renewables Limited (hereinafter referred to as the "Seller" or "IRL"), Ivy Ecoenergy India Private Limited ("Buyer") and Leap Green Energy Private Limited ("Leap Green") for the sale and purchase of the business of the Project Undertaking ("Agreement").

This letter is the Disclosure Letter referred to in the Agreement and constitutes formal disclosure to the Buyer for the purposes of the Agreement of the facts and circumstances that are or may be inconsistent with the Seller's warranties contained in Schedule 11 to the Agreement ("Seller Warranties"). Such facts and circumstances will be deemed to qualify the Seller Warranties accordingly.

Terms defined in the Agreement shall have the same meanings in this letter. References in this letter to paragraph numbers (and headings, where applicable) shall, unless the context otherwise requires, be to those numbered paragraphs (and headings) in Schedule 11 to the Agreement.

The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Agreement nor shall such disclosure be taken as extending the scope of any of the Seller Warranties.

Any disclosure made in relation to any Seller Warranty, which by its terms is qualified by the word "material" or other qualification, is not an acknowledgement of the stated threshold or materiality of such qualification.

The specific disclosures being made in relation to the Seller Warranties are set out under the Annexure to this letter.

The disclosures and information contained in this letter are confidential information of the Seller, and will constitute "Confidential Information" and be governed by the confidentiality undertakings set out under the Agreement. Any dispute or claim arising out of or in connection with this letter shall be governed by and construed in accordance with the Laws of the Republic of India.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy of this letter.

Yours faithfully ...

Ollphone (Director)

For and on behalf of Inox Renewables Limited

We hereby acknowledge receipt, and accept the contents, of this letter.

Signed V. Corector

For and on behalf of Ivy Ecoenergy India Private Limited

Date /th March 17



ANNEXURE

Paragraph 1.1 (Information Supplied)

1. Where brief particulars only of a matter are set out or referred to in this letter, or a document is referred to but not attached, or a reference is made to a particular part only of such document, the Seller gives no representation, warranty or undertaking with respect to the full particulars of the matter or the full contents of the document.

Paragraph 2.1 (Capacity of the Seller)

- 1. The Seller will need to obtain the approval of its shareholders under section 180(1)(a) of the Companies Act.
- 2. The Seller's board of directors will need to pass a resolution to approve and authorise the execution of all documents required to be delivered by the Seller on Completion.

Paragraph 2.3 (Capacity of the Seller)

- 1. The Seller will require the consent of the other contracting parties to the Business Contracts, the Leases and the PPA, to complete the Transaction.
- 2. The Seller will require the consent of the relevant Governmental Authorities to transfer the Business Approvals.
- 3. See the disclosures at paragraphs 1 and 2 under "Paragraph 2.1 (Capacity of the Seller)".

Paragraph 4.1 (Accounts)

- 1. The Seller's audited financial statements as at 31 March 2016, both consolidated and standalone, have been prepared in accordance with the Companies Act and other generally accepted accounting principles in India.
- 2. The Seller's limited reviewed financial statements as at 30 September 2016 and as at 31 December 2016, both consolidated and standalone, have been reviewed by the Seller's auditor in accordance with the Standard on Review Engagement (SRE) 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity, issued by the Institute of Chartered Accountants of India.

Paragraph 4.2 (Accounts)

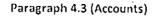
The Seller's limited reviewed financial statements as at 30 September 2016 and as at 31
 December 2016, both consolidated and standalone, provide less assurance than audited financial statements and to the Seller's knowledge, do not contain any material misstatement.

The Seller's unaudited balance sheet as of 31 December 2016 is unaudited.

INOX RENEWABLES LIMITED. Plot No. 17, Sector 16 A, Noida-201 301, (U.P.), INDIA. Tel: +91-120-6149 600, Fax: +91-120-6149 610 Registered Office: Suvey No. 1837 & 1834 At Moje Jetalpur, ABS Tower, 2nd Floor, Old Padra Road, Vadodara-390 007, INDIA Tel: +91-265-6198).11 / 2330057 Fax: +91-265-2310312, E-mail: contact@inoxrenewables.com

CIN: U40100CJ2010PLC062869 Website: www.moxrenewables.com

1.



The Seller's limited reviewed financial statements as at 30 September 2016 and as at 31
December 2016, both consolidated and standalone, and the Seller's balance sheet as of 31
December 2016 have not been and will not be filed or laid before the general meeting of the
Seller's shareholders.

Paragraph 4.5 (Accounts)

The Seller may need to indemnify the other contracting parties to the Business Contracts, the Leases and the PPA, if the Seller breaches the terms of these agreements. Currently, the Seller has not received any claims for indemnification under these agreements from the other contracting parties.

Paragraph 6.3 (Title to the Project Undertaking)

1. The Seller does not have full title to, and does not own, the Leasehold Properties.

Paragraph 7.2 (The Business Contracts)

- 1. The Seller has entered into the following contracts with Related Parties in relation to the Project Undertaking:
 - a. the O&M agreement dated 15 May 2012 with Inox Wind Infrastructure Services Limited.

Paragraph 8 (Condition of assets)

 The future performance of the Fixed Assets and the Moveable Assets is subject to the manner and extent of their use after Completion.

Paragraph 9.2 (Insurance)

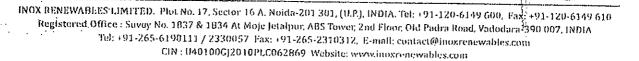
 The Seller has obtained an "Industrial All Risks" insurance policy from Tata AIG General Insurance Company Limited. This policy is effective up to 2 May 2017.

Paragraph 10.1 (Business Approvals and Other Approvals)

1. The commissioning certificates for 2 (two) WTGs, each of 2000 KW, for the Chettikurichi Project are in the name of GFL, and have not been transferred in the name of IRL.

Paragraph 10:3 (Business Approvals and Other Approvals)

The Seller has received written communication from Governmental Authorities from time to time, but none of this communication relates to any breach of a Business Approval or any breach involving-the Project Undertaking.



Paragraph 14.2 (Title)

1. The Seller does not have exclusive possession of those Leasehold Properties (or any part or portion thereof) in respect of which, the Seller is only entitled to an easement.

Paragraph 14.4 (Title)

 Certain documents relating to the Properties (to which the Seller or any of its Affiliates is not a party) may not be adequately stamped.

Paragraph 19.2 (Taxes)

1. The income tax assessment for the assessment year 2015-2016 is still in process.









ा ि तमिलनाडु TAMIL NADU

தமிழ் நாக் M/S INOX RENEW ABLES

நாள் . 18. 4. 2017

VADODRA, GIJ.

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நிரு.க.ராஜ்குமார்தங்கசீலன் பி.எஸ்.சி., பி.எட்., வட்டாட்சியர் கோவில்பட்டி சார் பதிவாளர் கோவில்பட்டி

2. சார் பதிவாளர் 🕡 கயத்தார்

 சார் பதிவாளர் கடம்பூர்

ந.க.ஆ2/9677/16

நூள்: 25.11.16

ூய்யா,

அனுப்பநா

பொருள் : தூத்துக்குடி மாவட்டம் M/S PACL Limited என்ற நிறுவனத்தின் சொத்துக்களை வாங்கவோ விற்கவோ, பத்திரபதிவ செய்திடவோ தடை செய்திடும் பொருட்டு வழக்கு நிலுவையில் உள்ளது

- தொடர்பாக.

பார்வை : 1. For Nodal Officer Cum Secretary to the committee Rf.No:399/16-17 நாள்: 25.08.16 மற்றும் Rf.No:585/16 நாள்:14.09.2016

மற்றும் (1.100.5057) தமாவட்டஆட்சித்தலைவர் 2. தூத்துக்குடி மாவட்டஆட்சித்தலைவர் அவர்களின் அலுவலக கடித எண் ந.க. சி4/22300/16 நாள்: 04.11.16

தூத்துக்குடி மாவட்டம் கோவில்பட்டி வட்டத்தில் PACL நிறுவனம் பொதுமக்களிடமிருந்து பணம் பெற்று பொது மக்களுக்கு பணம் திரும்ப செலுத்தாமல் மோசடி செய்தது தொடர்பாக வழக்கு தொடர்பட்டு வழக்கு நிலுவையில் உள்ளதால், பார்வை 2ல் கண்ட கடிதத்துடன் இணைத்தனுப்பப்பட்ட சொத்துக்களை வாங்க, விற்க, பத்திர பதிவு செய்திட, பட்டா மாற்றம் செய்திட நீதிமன்றம் தடை விதித்துள்ளதால், இது தொடர்பாக சார்பதிவாளர் அலுவலகத்தில் எந்த விதமான பத்திரப்பதிவு நிடவடிக்கையும் மேற்கொள்ளக் கூடாது என்ற விபரம் இத்துடன் சொத்துக்களின் பட்டியல் இத்துடன் இனைத்து அனுப்பி வைக்கப்படுகிறது.

இணைப்பு:- பட்டியல்

ஒம்/-க.ராஜ்குமார்தங்கசீலன் வட்டாட்சியர் கோவில்பட்டி

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வட்டாட்சியருக்காக ் கோவில்பட்டி

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From

K. Rajkumar Thangaseelan

Tehsildar

Kovilpatty

To

1. Sub registrar

Kovilpatty

2. Sub registrar

Kayathar

3. Sub registrar

Kadambur

Na.Ka.B2/9677/16 dated 25.11.16

Sub: A case pending for purchase or sale of the properties of M/s PACL – regarding.

Ref: 1. For Nodal officer cum secretary to the committee, Rf. No. 399/16-17 dated 25.8.16 and Rf. No. 585/16 dated 14.9.2016

Letter No. Na.Ka.C 4/223016 dated
 11.16 of Tutukudi district collector.

A case regarding the collection of money from the general public by PACL Ltd., Kovilpatty circle, Tutukudi district and committed a fraud by not refunding the

same is pending, a stay order has been passed for purchase or sale or registration, transfer of pattareferred in the letter under reference 2 above, all the office of the sub registrars are directed not to take any registration activity in respect of the details annexed herewith.

Sd. K. Rajkumar Thangaseelan Tehsildar Kovilpatty.

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16	Tarlochan singh s/o Sadhu singh r/o Ropar, PB	Krishna Samy thevar s/o Subbiah Thevar r/o Thoothukudi, TN		Tamil Nadu	Thoothukudi	Kovilpani	Chenikurichi	·242/8 :	NIA
15147-	Tarlochan Singh s/o Sadhu Singh r/o Bhojemajra Village & Post, Ropor Taluk & Distt, Punjab	Chellathai w/o Shunmugiah Thevar r/o I, Muthuramalingar Street. Kovilpatti, Tuticorin Disti, T.N		Tamil Nadu	Theothukudi	Kovilpatti	Vellalan Cottah	249/2E (0.99) Acres	'N/A
15145	Tarlochan Singh s/o Sadhu Singh r/o Bhojemajra Village & Post, Ropar Tratuk & Distt, Punjab	Salahudeen s/o Abdulrahman r/o 408,		Tamil Nadu	Thoothukudi	i Kovilpatti	Veltalan Cottah	252/3B (4.32), 252/2 (3.28), 252/3A (6.31), 252/1 (7.60) Acres	N/A
15144	Tarlochan Singh s/o Sadhu Singh r/o Bhojemajra Village & Post, Ropar Taluk & Distt, Punjab	Rajamma w/o Sasidharan r/o 199, Sasi Vilasam , 18, Kakkode, Punalur Kerala	19.79 Acres	Tamil Nadu	Thoothukudi	Koviipatt	Vellalan Rottah	249/48 (1.43), 249/4A (1.68), 257/2A (3.47), 249/4D (3.97), 249/4C (1.57), 257/1A (1.78), 257/3A (1.95), 249/3B (1.04), 249/5 (2.36), 250/1A (0.14), 250/1B (0.40) Acres	N/A
28025 16	Banshidhar Kabat s/o Madh Kabat r/o Mayurbhanja Orissa, GPA Holder, Gurunathan	Muthusamy S/o Karutthaian & Others r/o Tuticorin TN	S.32 Acre	Tamil Nadu	Thoothukudi	Kovilpatt	Sundareswarapuram	29/13.31/1A.33/1.37/2D.29/1. 29/8.13/18	N/A
34150 16	Tarlochan singh s/o Sadhu singh r/o Ropar, PB	Madasamy s/o Arjunan r/o Thoothukudi, TN	0.88 Acre	Tamil Nadu	Thoothukudi	Kovilpatt	Chenikurichi	215/3A	N/A
15341 16	Varghese Chamathil s'o C. V. Thomas t/o Chamathil House, Kaltoopara Village, Puthuseri Muri, Changaroor P.O Mallapally Taluk, Pathanamthitta Distt, Kerala	Sankaralinga Mooppanar s/o Gomathy Mooppanar & others t/o Karisalkulam Hamlet of Akilandapuram Village, Koilpatty Taluk, VOC Distt, T.N	2.00 Acres	Tamil Nadu	Thoothukud	Kovilpatt	Akilandapuram	473/6 (2.00) Acres	N/A
34147 16	Tarlochan singh s/o Sadhu singh r/o Ropar, PB	R. Bala Krishnan s/o Ramachandran s/o Tuticorin, TN	2.50 Acre	Tamil Nadu	Thoothukud	Kovitpatt	Chettikurichi	1 -259/1	N/A
15342 16	Varghese Chamathil s/o C. V. Thomas I/o Chamathil House, Kalloopara Village, Puthuseri Muri, Changaroor P.O Mallapally Taluk, Pathanamthitta Distt, Kerda	Rajendran s/o Gurusami Konar & lothers r/o Kovallkulam Hamlet of Akilandapuram Village, Koilpatty Taluk, VOC Distt, T.N	1.08 Acres	Tamil Nadu	Thoothukud	! Kovilpatt	Akitandapumm	473/5 (1.08) Acres	NIA

Search Document

DETAILS OF BUYER AS PER SALE DEED

SR NO SEIZURE WISE

DATE OF PURCHASE

AREA

VILLAGE

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PC28-11A/02

FIFTY RUPEES @

This Agreement to sell is executed at Tirunelvell on the day and date mentioned hereinafter between SALAHUDEEN 3/0 ABDUL RAHAMAN resident(s) of 408 AMBILINIVAS VETTUVAZHI. CHADAYAMANGALAM. KERALA hereinafter called the First Party which expression shall include his/her/their respective beig(s), successor(s), representative(s), administrator(s), executor(s) and assign(s).

M/S.PACL—INDIA-LIMITED: a company incorporated under Companies Act. 1956, having Registered Office at 22. Amber Towers, Sansar Chand Road, Jaipur-4 and Corporate Office at B-1/5, PACL House, Paschim Vihar, New Delhi-65, being represented by its Authorised Signatory Mr.Atul Srivasbaya, Dy.Manager(I&P) duly authorised in this behalf by its Board Resolution, hereinafter referred to as the SECOND PARTY', which expression, unless repugnant to the context, shall mean and include its legal representative(s), adminstrator(s), Successor(s)-in-interest, assign(s) and alike.

contd..2

FOR PACE INDIA LIMITED

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Goday Do. on Joon

Storing 160 11 in No. 552
Storing 160 11 in No. 552
Kerkardonna Court
Shehura Delhi-92

STATES OF TWENTERS

page 2

WHEREAS First Party is/are the exclusive_owner(s)_in_law and possession of land admeasuring 21 Acres 50 Cents morefully described in the schedule of property annexed herewith and hereinafter referred to as Scheduled Property:

WHEREAS First Party, to meet its legal necessities, offered to sell and transfer Scheduled Property to the second party and Second Party has evinced interest to purchase Scheduled Property:

And after due deliberations & discussions, both the parties, avoid future complications, deemed fit & proper to preduce terms and conditions as under:

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER

- First Party hereby agree to sell Sceduled Property to Second Party for a total sale consideration of Rs.6,48,440/(RUPEES SIX LACS FORTY EIGHT THOUSAND FOUR HUNDRED FORTY
 ONLY). In consideration of the said amount, First Party do
 hereby agree to sell, convey, transfer and assign the said
 land with all his/her/their rights, titles, interests, unto
 Second Party Second Party
- Second Farty, as a token of advance money for Scheduled Property, today, paid a sum of Rs.1.60,000/ (RUPEES ONE LACS SIXTY THOUSAND ONLY) by Way of cash to First Party, the receipt of which, First party doth hereby acknowledges; Second Party, agree to make the balance sale consideration amounting to Rs.4,88,440/-(RUPEES FOUR LACS EIGHTY EIGHT THOUSAND FOUR HUNDRED FORTY ONLY) to First Party within one year from the date of execution of the agreement. First Party undertake to mandover the vacant. physical. peaceful Party undertake to handover the vacant, physical, peaceful possession of Scheduled Property to Second Party or its representative(s), agent(s), assign(s) at the time of receipt of the balance sale consideration (as mentioned above). above).
- taxes, till date of this Agreement, will All the dues, taxes, till date of this Agreement, will be paid by paid by First Rarty and thereafter the same shall be paid by Second Party.
- First Party persoy state that Scheduled Property under sale is free from all sorts of encumbrances such as sale, mortgage them, gift, decree and alike and that there is no legal defect in the title of ownership of First Party and if it is proved otherwise, First Party shall be liable and responsible in full or part upto the extent of such loss/damage sustained by the second party on account of the defect in ownership/title of First Party. First Party shall not create any charge over the scheduled property after the not create any charge over the scheduled property after the date of execution of this agreement.

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For PACL INDIA LIMITED

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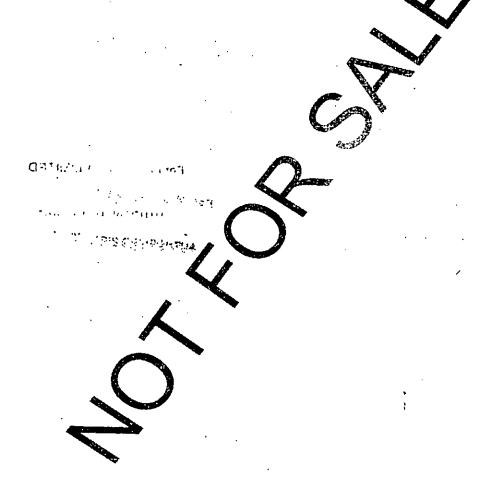
page 3

- First Party assure Second Party that on receipt of the balance sale consideration within the time period as specified elsewhere in the agreement, shall execute registered sale deed(s) or any other document(s) as required by Second Party for the due conveyance of Scheduled Property in favour of Second Party or in favour of person(s) as directed by Second Farty. However, the costs of stamp duty, registration fee and other expenses arising out of such documentation shall be borne by Second Farty.
- 6. That this agreement will remain irrevocable and blinding on both the parties and their respective heirs and successors.
- 7. That if either party infringe any terms acconditions of this agreement, the aggrieved party shall be entified to have recourse through court of law for september performance of the contract.
- 8. For dispute(s) arising out of the agreement, the parties have limited the jurisdiction to the civil courts at Tirunelveli.

For PACL INDIA LIMITED

АНТНОВІВЕВ БІВИАТОВУ







SCHEDULE OF PROPERTY:

All the peice & parcel of agricultural dry land admeasuring 21.50 Acres covered by the survey numbers situated at the below mentioned Village(s) of Tamilnadu

VILLAGE : VELLALANKOTTAI

TALUK

: KOVILPATTI : TUTICORIN

SURVEY NO.

EXTENT (ACRE)

•	
252/3B	4.32
252/2	3.27
252/3A	6.31
252/1	7.60

TOTAL AREA - 21550 ACRES_/

INWITNESS WHEREOF, the parties mentioned above do hereby set and append their respective signatures unto this Agreement to Sell of their own will and volition on the 9th day of About 2002 at Delhi in presence of the following witnesses:

DATE : 94:02

a.>==9

FOR PACE INDIA LIMITED

АНТНОВІВЕВ ВІВНАТОЯ

SECOND PARTY

FIRST PARTY

WITNESSES :

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FC28-11A/02" ""

R.M. Logge R.M. Logge Rew Oose Committee R.M. Logge Rew Oose Committee R.M. Logge R. 

W 42

RECEIPT

Received a sum of Rs.4,88,440/-(RUPEES FOUR LACS EIGHTY EIGHT THOUSAND) FOUR HUNDRED FORTY ONLY) by way of cash from M/S.PACL INDIA LIMITED, a company incorporated under Companies Act, 1956, having Registered Office at 22, Amber Towers, Sansar Chand Road, Jaipur-4 and Corporate Office at B-1/5, PACL House, Paschim Vihar, New Delhi-63 (hereinafter referred as Said Company). Amount being balance sale consideration of land admeasuring 21 Acres 50 Cents for which the executant has handedover physical possession of the referred land to the said company in furtherance to the Agreement to Sell dt. 914122

Executed on this 10th day of .April ... 2002

PLACE : Tirunelveli



EXECUTANT





PC 28-1/102 F-894 TN ं सार्व रहे जुन 50RS (IN (ID) IVA rikanyarupeesio) AGREEMENT TO SELL This Agreement to sell is made at—Delhi, on the day and date mentioned herein after, between SH.-TARLOCHAN_SINGH__S/O_SH. SADHU SINGH R/O VILLAGE & PO - BHOJEMAJRA, TALUK & DISTI.- ROPAR PUNJAB (hereinafter called the FIRST PARTY) M/s PACL_INDIA_LIMITED.,—a public limited company incorporated under Companies Act 1956, having its Registered Office at 22. Amber Tower, Sansar Chand Road, Jaipur (Rajsthan) and Corporate Office at PACL HOUSE, B-1/5, Faschim Vihar, New Delhi-110 063 (hereinafter called as SECOND PARTY), represented through its Authorised Signatory, Mr.Rajeev Kumar Mishra duly authorised in this behalf by its Board of Directors.

The expression of First Party and Second Party, wherever they occur in the body of this agreement, shall include their respective heirs auccessors, representatives, administrators, executors and assigns.

For PACL INDIA LIMITED Uthorised Signatory

Forted OD. Lin. 2007

Tortocha

2 5 MAR 2002

Rampet Kumar, L. No. 39 199 ina ven, IT.O., N.D.

TTE BEKERMENT TO SELL

THIS CONTENDED TO WALL IS MADE AT DELDI, OD, No. 0000 . 0000 OF CONTENDED CONTENDE CONTENDED CONTENDED CONTENDED CONTENDED CONTENDED CONTENDED CON \$ 00000 > 100 C 28.49

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PAGE 02

_ co f the first party is having <u>_rights_</u> purchase agricultural dry land admeasuring 29 Acres 94 Cents situated as fully described in the schedule of property (herewith and hereinafter referred to as Said Property) by virtue agreements/understandings with the land holders of Said Property.

AND WHEREAS the first party has agreed to procure/sell and transfer the said land to the second party or in favour person(s) nominated by the second party at the rate of: Rs.30.160/- per acre of land and the second party has agreed purchase the same at the above stated price: ta

NOW THIS DEED OF AGREEMENT WITNESSETH AS UNDER:

- That in consideration of the amount of Rs.7,02,7900/.

 (Rupees Nine Lac Two Thousand Nine Hundred Ninty Only), the first party doth hereby agree to sell convey, transfer and assign the said property with all the rights, titles! interests, unto the second party or in favour of person(s), body, bodies, company, companies and alike as directed by the second party and the second party shall be fully entitled to hold, use and enjoy the said property in any manner he /she/they may like without they hindrance or claim from the first party or any of his/her/their heirs.

 The second party today, bair and amount of Rs.2,25,000/.

 (Rupees Two Lac Twentyfive Thousand Only) by way of cash to the first party towards part payment of sale consideration, the recipit of which the first party hereby acknowledges. The second party agrees to make the balance sale consideration amounting to Rs.6,77.9907 (Rupees Six Lac Seventyseven Thousand Nine Hundred Ninty Only) within 60 (sixty) days from the date of execution of this Agreement. The first party agree to hand over vacant physical possession of the said property to the first party or its representatives) /agents/assigns at the time of receipt of the balance fall consideration (as mentioned above). 2.

Tomboha

Authorised Signatory



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158 37

PAGE 03

- That all the dues, taxes, till date of this Agreement, will be paid by the first party and thereafter the same shall be paid by the second party.
- That the first party assures the second party that the above said property under sale is free from all sorts of encumbrances-such as sale, mortgage, lien, gift, decree and alike and there is no legal defect in the title of ownership
- alike and there is no legal detect in the title of ownership of the first party and if it is proved otherwise, then the first party shall be liable and responsible in full or part upto the extent of loss sustained by the second party.

 That the first party hereby assures the second party that he/she/they will co-operate in all the formalities for the transfer of the said property in favour of the second party as and when permissible, however, all the dues taxes. 5. as and when permissible, however, all the dues taxes, unearned increase amount, penalties of the said property shall be paid by the second party.
- That this agreement will remain irrevocable and binding on both the parties and their respective heirs and successors. 6.
- That if the first party infringes any terms and conditions of this agreement, then the second party shall be entitled to get the said property transferred in his/her/their through court of law by sepaific performance of the contract entirely at the cost, risk & consequences of first party.

 That the first party shall not create any charges of the said property after date of execution of this agreement.

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SCHEDULE OF PROPERTY:

All the peice & parcel of agricultural dry land admeasuring 29.94 Acres covered by the survey numbers situated at the below mentioned Village(s) of Tamilnadu

VILLAGE : VELLALANKOTTAI TALUK : KOVILPATTI

DISTT : TUTICORIN

SURVEY NO.

EXTENT (ACRE)

252/3B 4.32 252/2 21.51 Acres 252/3A 6.31/ 252/1 7.604 2.401 253/6A 253/60 0.121 253/7A 0.54 253/70 0.05 4 253/8A 1.51/ 253/1B 0.46 / 253/3 1.36 -253/80 2.00 /

TOTAL AREA - 29.94 ACRES

INWITNESS WHEREOF, the parties mentioned above do hereby set and append their respective suggetures unto this Agreement to Sell of their own will and volition on the 09 day of Fruit 2002 at Delhi in presence of the following witnesses:

DATE : 94.02

FIRST PARTY

For PACL INDIA LIMITED

SECOND PHENTIFE SIGNATORY

WITNESSES :

SPIVAS TAVA)

2. Horkoch (JYOT] PRAKASH)



1638

RECEIPT

Received a sum of Rs.6,77,990/- (Rupees Six Lac Seventyseven Thousand Nine Hundred Ninty Only) by way of cash from M/s PACL INDIA LIMITED, a public limited company incorporated under Companies Act 1956, having its Registered Office at 22, Amber Tower, Sansar Chand Road, Jaipur (Rajsthan) and Corporate Office at PACL HOUSE, B-1/5, Paschim Vihar, New Delhi-110 063 (hereinafter referred to as Company). Amount being balance sale consideration of land admeasuring 29 Acres 94 Cents for which executant has handed over possession of the lands in furtherance to Agreement to sell dt.10,4.02— executed between the parties to the receipt.

DATE : 104/5/02

PLACE : NEW DELHI

an Singh

EXECUTANT
SHOTARLOCHAN SINGH
STO SH. SADHU SINGH
RTO VILLAGE & PO.-BHOJEMAJRA
TALUK & DISTT.-ROPAR
(PUNJAB)

WITNESESS :

1. All CATUL SAINASTAND

(NAME & ADDRESS)

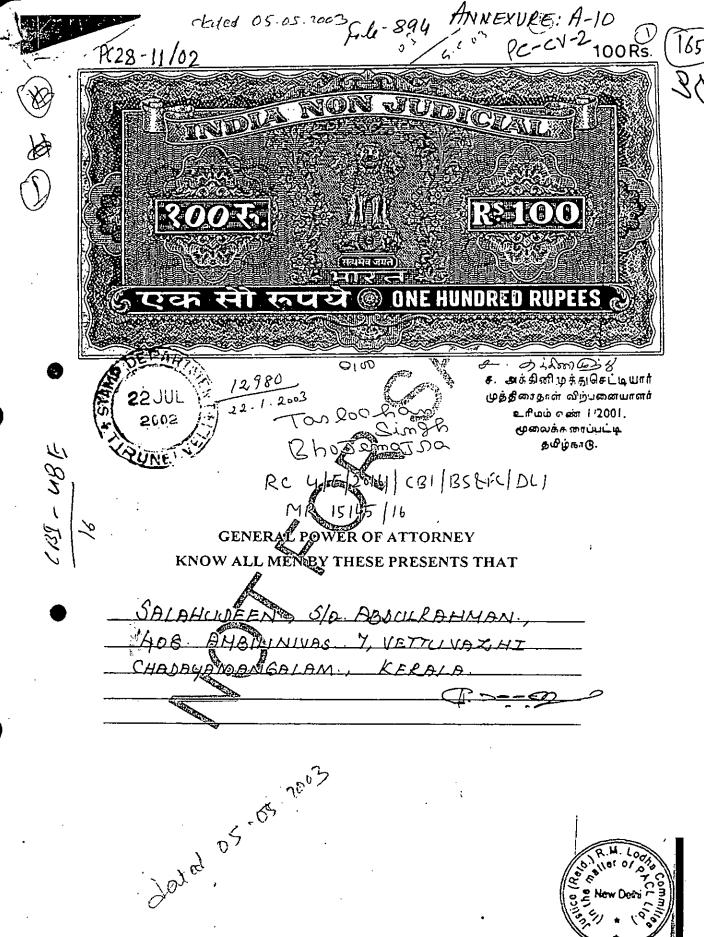
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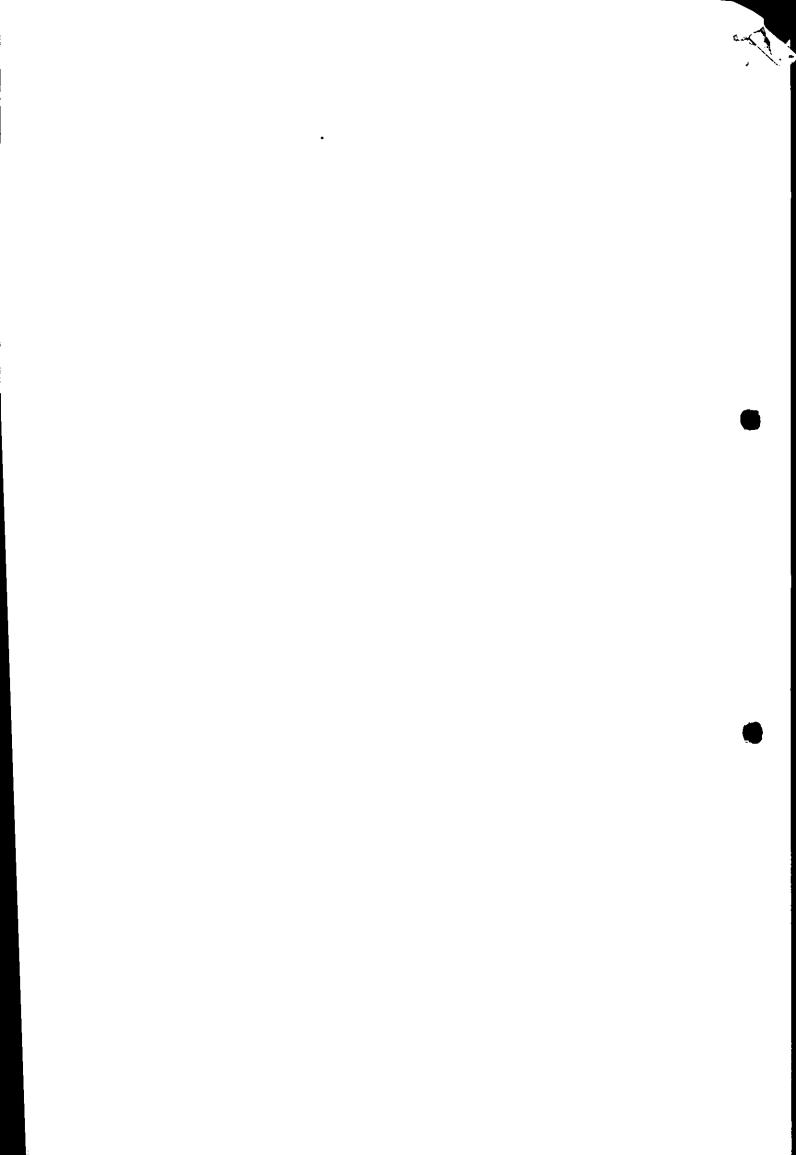
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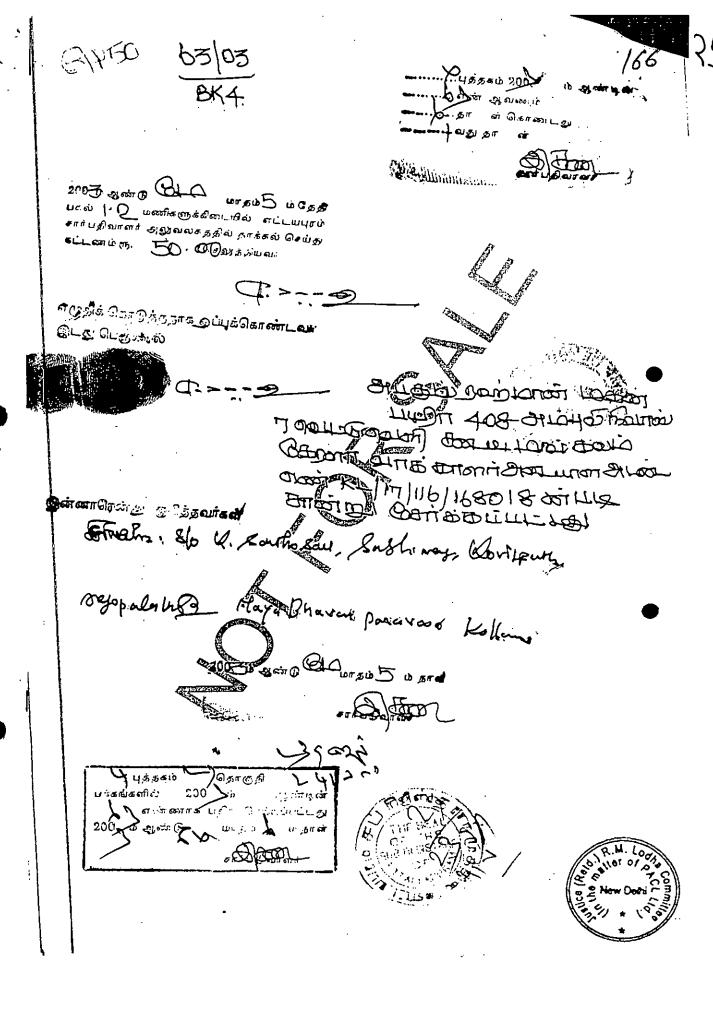
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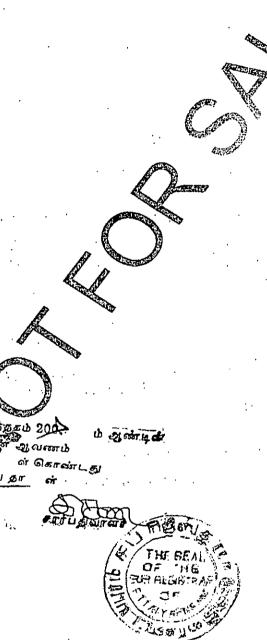


79. Š.

am the owner and in possession of the properties here in under mentioned in the schedule by virtue of my being the owner, legal heir and I am legally authorised to execute this GENERAL POWER OF ATTORNEY and I do hereby nominate, appoint and constitute Shri. Tarlochan Singh, S/o Shri Sadhu Singh, residing at Bhojemajra Village & Post, Ropar Taluk and District, Punjab State, as my true and lawful attorney to do and perform in my behalf any or all the acts, deeds and things hereinafter stated, that is to say-

- 1. To manage, supervise, control and regulate all affairs relating to the property more fully set out in the SCHEDULE and hereinafter referred to as "the schedule property";
- 2. To transfer by way of sale, gift, lease, mortgage, exchange of otherwise the schedule property wholly or partly, and to redeem mortgages;
- 3. To apply to any scheduled or nationalised bank or other financial institutions, statutory or not for loans, to borrow money from any such bank or institution, and to repay loans as well as interest, if any, thereon;
- 4. To sign and execute all deeds, documents, agreements, instruments, communications, letters, receipts, vakalatinames, applications and returns;
- 5. To present before any registering authority any deed or document for registration, to admit execution of such deed or document, to make any deposition before the registering authority, to pay registration fee, and for any other fee, and to obtain return of documents after registration, and to do and perform everything incidental to the registration of any deed or document;
- 6. To make payments of earnest money deposits and security deposits to Governments, local authorities, statutory authorities and corporations, to apply for transfer or refund of earnest money and /or security deposit, and to receive refunds;
- 7. To make applications, to address communications, and to submit statutory returns to governments, local bodies, statutory authorities, corporations, banks, firms and individuals, as the case may be;
- 8. To receive letters and other communications from individuals, firms, corporations, banks, local bodies, statutory authorities and governments;
- 9. To apply to the appropriate authorities of the government for grant of pattas and for transfer of pattas;

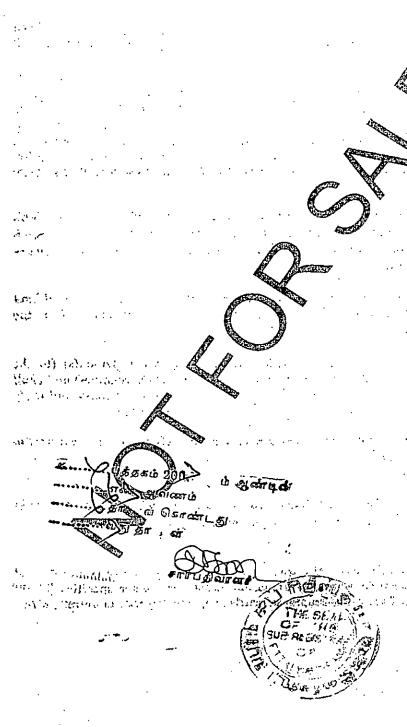
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- 10. To open savings bank accounts, current accounts and over draft accounts with any bank, to operate on any or all of the accounts with the banks, to draw, sign, endorse, negotiate, accept and discharge any negotiable instrument, and to close any or all accounts with any bank;
- 11. To pay land revenue, local cess and other dues, whether in arrears or not and whether with or without penalty, to the government and /or local bodies, and to obtain receipts for such payments;
- governments for 12. To apply to the local bodies, statutory authorities and the mutation of records;
- 13. To appear before Courts, Tribunals and Commissions;
- 14. To prosecute, to sue and to appeal;
- 15. To appoint advocates and to revoke such appointmen
- 16. To appear before all officers of the government, statutory authorities and local bodies;
- 17. To compromise and to compound insuits, appeals and other legal proceedings;
- 18. To lodge claims and to apply for, and obtain, refunds and/or compensation monies and/or other payments from localibodies, statutory authorities, governments, corporations, banks, firms and individuals;
- 19. To present petitions, to file suits and appeals, and to launch other legal proceedings in any court or tribunal, and to do every thing to prosecute and to proceed with all such petitions, suits, appeals and other legal proceedings;
- 20. To defend actions, criminal, civil or miscellancous, in any petition, suit, appeal or other legal proceedings in any court or tribunal, and to compromise and compound in any such action
- 21. To execute decrees of any court or tribunal, and to comply with any order, decision or judgment of any court or tribunal;
- 22. To receive payments, and to grant discharge in respect of such payments;







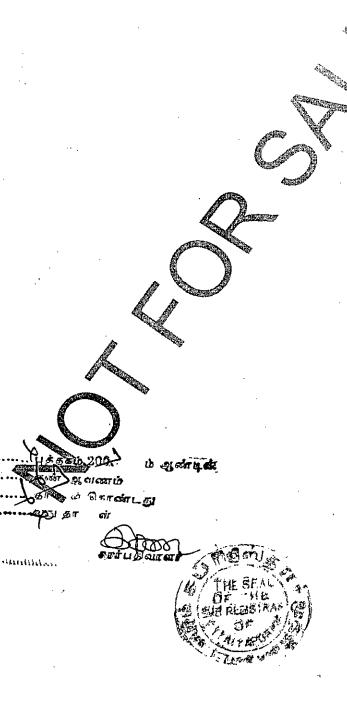
- 23. To apply and get water, Electricity & Sewer connections.
- 24. To apply and get completion certificates from the office of land & building Department or any other authority;
- 25. To apply and get Income Tax clearance Certificate from the concerned authorities for the transfer of the said land or property to be constructed on the said land;
- 26. To sell, mortgage, gift, lease, relinquish or otherwise deal with the said land or property to be constructed thereon to any person(s), body or bodies (to the specific exclusion of said General Attorney himself or any of his relatives or any organisation in which he is in anyway interested), execute the sale deed, deeds, and documents, admit its execution, transfer the possession, receive the consideration amount, get the same duly registered before the Sub Registrar concerned after issue of all sale permissions;
- 27. To execute the supplemental/rectification deed, lease and conveyance deed, perpetual/sub-lease deed and other connected deeds & documents of the land, execute the same, admit execution thereof, and to do all such other things which are necessary for the same;
- 28. Further to clause No. 27 to ententintonan agreement for the sale of the said land or property to be constructed on the said land to receive earnest money from the intending purchaser(s);
- 29. To empower, nominated appoint and constitute any other person(s) (to the specific exclusion of said General Attorney himself or any of his relatives) on behalf of me and in my name as lawful attorney in respect of the said property and to do any such acts, deeds and things, as my said attorney may deem fit; and
- 30. Generally to do or perform every thing necessary or incidental to the exercise of any of the powers foregoing.

The attorney shall render to me from time to time complete account of all the transactions done by him in exercise of the powers hereby granted unto him.

The powers hereby conferred on the attorney shall be strictly with reference to, and in relation to the schedule property alone, and these powers are specifically, and strictly limited by, and restricted to, the schedule property only and to nothing else.

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SCHEDULE

All that piece and parcel of agricultural dry lands comprised in the revenue survey number(s) hereinafter mentioned, and situate in:

VELIALAN COTTAH. Village, KOUII PATTI Taluk,

TUTICORINI District, KAYATHAR Sub Registration

District, PALAYAN COTTAH. Registration District KAYATHAR

Panchayat Union.

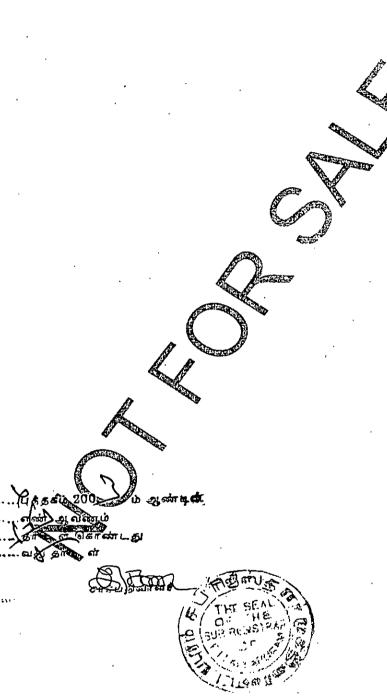
SURVEY NO.

252/3B 252/2 252/3A 252/1 A·C. EXTENT

73.28 76.31 77.60

21.51

A. M. LOOM





AND I hereby agree and undertake to ratify all acts, deeds and things my said attorney shall lawfully do or perform in my names and my behalf by virtue of the powers hereby conferred, and all acts, deeds and things lawful ly done by my said attorney shall be deemed to be acts, deeds and things done by me; and I agree and undertake to indemnify and keep indemnified my said attorney against all consequences arising from, or out of, such acts, deeds and things lawfully done by him.

I confirm that the contents of this document have been read out to me? and also that the contents hereof have been, translated and explained to me in TAMIL! I further confirm and declare that, I have fully understood the contents of this document before affixing my signature hereon.

EXECUTANT

WITNESSES.

Sulf Subhinger, Dovispalti

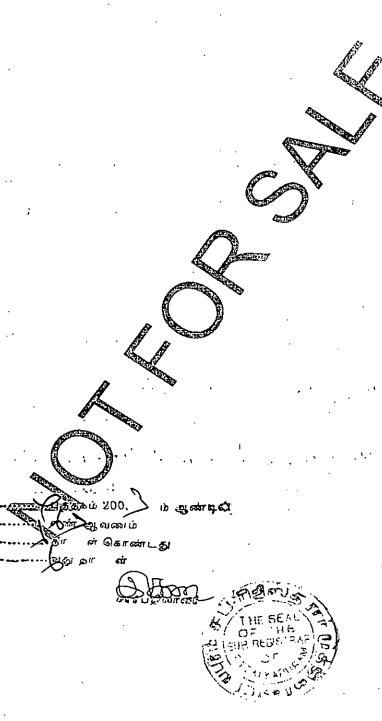
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3/16/2017

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வருவாய்த் துறை

நில உரிமை விபரங்கள் : இ. எண் 10(1) பிரிவு 🦙

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			•	8 - 70.50	17.50		
				1			
றிப்பூ2 :	1.	மேற்கண்ட த்ச	வல் / சான்ர	ികൃശ நகல விவர Jeservices.tn.g	ங்கள் மின் ப § ov.in என்ற £)வேட்டிலிருந்து இணைய தளத்தில்	பெறப்பட்ட ல் . வ
	REAL	இவற்றை ^{தாந}	1866 (100) 1910/5006 ស្រែ	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	·		
		120/00/2007	40H2) அச்சடிக்கப்பட்L	
தறாபபு2 :	1.	மேற்கண்ட தக இவற்றை தாக்	1910/5006	1 என்ற குறிப்பு	ദൽ ഞ്ഞ ഉട	வுடு பூரிதி உற	191

Government of Tamil Nadu

Revenue department

Details of land ownership

E. No. 10(1)

Districtt: Tutukudi

Circle: Kovilpatty

Revenue village: Vellalankottai

Patta No. 1910

Name of the owner

1. Velsamy Pandian, son of Suresh Kannan

S.No.	Sub.	Wet		Dry	Cess	Others	Cess
	Div.	Area	cess	Area	•	Area	
	No.	Ha.A		На. А		На. А	
252	1	,		3.7.50	6.20		
252	2			1.32.50	2.70	'	
252	1A			2.55.50	5.10		
252	3B -			1.75.00	3.50		
				8.70.50	17.50	,	

Note:

1. Above mentioned details/copy of the certificate have been taken from the electronic registers. You

yourself have to verify the same from the web site http://eservoces.tn.gov.in by feeding the number 28/06/150/01950/50061.

- 2. These details have been printed on 16.3.2017 at 8:07:16PM
- 3. read with the help of 2D bar code reader in your mobile phone and verify in the web site with the assistance of 3G/GRPS.

AMNEXULE: A-12 (coly) 180)
Appl'- Enumberance 15

சொத்தைப் பொறுத்த யாதொரு வில்லங்கமுமில்லை என்பதற்குரிய சான்று

2017 ஆம் ஆண்டு விண்ணப்பம் எண் 351
2017 ஆம் ஆண்டு விண்ணப்பம் எண் 351
M Sankar
Thox wind Infastruture Ltd.
Tirardueli.

Opiniumon in Bencare Opinis source

Box Byruli Donasterwe Boice .

பதிவான வில்லகங்கள் சம்பந்தமாக சொத்து ஏதாவதிருந்தால் அதன் விவரங்களைக் கண்டு சான்று கொடுக்கும்படி எனக்கு விண்ணப்பம் செய்து கொண்டப்டியால் மேற்படி சொத்தை பாதிக்கத் தக்கவையுள்ள விவரங்களுக்காகவும் 1 ஆவது அதற்கு சம்பந்தப்பட்ட அட்டவணைகளும் 1976 ஆண்டு | மாதம் | நாள் முதல் 1986 ஆண்டு 12 மாதம் 3 (நாள் வரையில் /) ஆண்டுகளுக்கு சோதனையில் சோதனை செய்யப்பட்டவென்றும் அப்படி செய்த மேற்கண்ட சொத்தைப்பற்றிய எவ்வித விவகாரமாவது, வில்லங்கமாவது காணப்படவில்லையென்றும் நான் இதனால் உறுதி கூறுகிறேன்.

தேடிப்பார்த்து சான்று

கையெழுத்து

தயார் செய்தவர்

<u>உ</u>த்தியோகம்

தேடியதை சரிபார்த்து

கையெழுத்து

சான்று பரிசோதித்தவர்

உத்தியோகம்

நாள்: 15 .03. ஆந

வசார்பதிவாளர் அவுவகைம் பசிவதுயத்தாகியாப்பம்

அலுவலக்ளர்பதிவானர் அலுவகை நீர் கயத்தார்

குறிப்பு 1. சொத்துக்கள் விண்ணப்பத்தில் விவிக்கப்பட்ட விதமாயில்லாமல் வேறுவிதமாக பதிவு செய்யப்பட்ட ஆண்றுக்குகில் இவ்விக்கப்பட்டிருக்குமாகில் அப்படிப்பட்ட ஆவணங்களினால் நிருபிக்கப்பட்ட வீவகாரங்கள் இந்த சான்றில் சோக்கப்பட மாட்டாது.

- 2. பதிவுச்சட்டம், 57ஆவது பிரிவின்படிக்கும் 137(1) ஆவது விதியின் படிக்கும், பதிவேடுகளிலும், அட்டவணைகளிலுமுள்ள பதிவுகளைப்பாரவையிட விரும்புகிறவர்களும் சொத்தக்களுக்கு நகல்களையாவது குறிக்கப்பட்ட அவைகளுக்கு பதிவேடுகளையும், விரும்பகிறா களும் பெற்றுக்கொள்ள சான்றுகளையாலது அதற்கு வேண்டும். சோதித்துப்பார்க்க தாங்களே அட்டவணைகளையும் பதிவேடுகளும் பிறகு கட்டணங்களை செலுத்திய நிர்ணயிக்கப்பட்ட அட்டவணைகளும் அவர்கள் முன் வைக்கப்படும்.
- 3. ஆனால் பிரதாப விஷயத்திலே விண்ணப்பதாராதாமே சோதித்துப் பார்க்கவில்லையாதலால் இந்த அலுவலகத்தின் சத்யமான முன்னெச்சரிக்கையுடன் செய்ய வேண்டிய சோதனை செய்யப்பட்டது. ஆனால் இந்த சான்றில் கண்ட சோதனை முடிவுகளில் ஏதேனும் பிசகுகளுக்கு இந்தத்துறையைச் சோந்தவர்கள் எக்காரணத்திலும் உத்திரவாதியாக மாட்டார்கள்.
- 4. விண்ணப்பதாரா பிரஸ்காப விஷயத்தில் அவகியமான சோதனையைத் தாமே செய்த படியாலும் அவருடைய கோதனை முடிவை அவசியமான சரிபார்வை பார்த்த பின் சான்றில் காட்டப்பட்டிருக்கிறபடியாலும், விண்ணப்பதாரரால் கண்டு பிடிக்கப்படாத மேற்படி சொத்தைக் குறித்த விவகாரங்களாவது, வில்லங்களாவது விடுபட்டுப் போயிருக்குமாகில் அதற்காக இந்தத்துறையை சோந்தவர்கள் எக்காரணத்திலும் உத்திரவாதியாக மாட்டார்கள்.

CERTIFICATE RELATING TO NO ENCUMBRANCE IN PROPERTY •

Certificate No. 351 of 2017

Application No. 351 of 2017

M.Sankar

Inox Wind Infrastructure Ltd

Tirunelveli

applied person

Vellalankottai - Description of Property attached in separate sheet.

A n application made by the applicant seeking any registered encumbrances found in the properties enclosed from 1.1.1976 to 31.12.1986 – total 11 years. Verified and examined from the available records. It is confirmed that there is no any registered encumbrances in respect of the properties applied.

Searched and Certificate

Signature

Prepared by

Designation

Verified and examined

Signature

the Certificate by

Designation.

Date: 15.03.2017

Office: Sub Registrar Office,

Kayathar.

Signature of Sub Registrar

Certificate of encumbrance on property

Certificate No. 351 for the year 2017

Application No. 351 for the year 2017

Thiru Shankar, Tirunelveli having applied to me for a certificate giving particulars of registered acts and encumbrances if any, in respect of under mentioned properties.

Vellalankottai property details

Property description: Vellalankottai properties, see separate sheet.

I hereby certify that a search has been made in Book 1 and in the indexes relating thereto for 11 years from 1.1.1976 to 31.1986 for acts and encumbrances affecting the said property and that on such search the following acts and encumbrances /no encumbrance appears.

Search made and certificate prepared by: sd:xxx Search verified and certificate examine by: xxx

Signature of registration officer

Kayathar

Office seal and date

Note:

1. If the properties have been registered in a different manner than described in this

application, the facts proved in those document shall not be included in this certificate.

- 2. In terms of the provisions of section 57 of the Registration Act and rule 137(1) any person desires of inspecting the registration book and registration of indexes or they are willing to obtain the copy of the encumbrance in respect of such properties, they themselves have to inspect the registers and indexes. Registers and indexes will be placed before them after they pay the requisite fees.
- 3. But, since the applicant himself has not examined, sufficient care has been taken in this office at the time of inspection. But, any mistake is found in this certificate, the officials of this office is in no way responsible for the same.

95/17

SCHEDULE OF PROPERTY

In Thoothukudi District, Kovilpatti Taluk, Palayamkottai Registration District, Kayathar S.R.O., VELLALANKOTTAI VILLAGE:--

(1) Survey No. 252/3A - 2.55.5 Hectare

(2) Survey No. 252/2 - 1.32.5 Hectare

(3) Survey No. 252/3B - 1.75.0 Hectare

(4) Survey No. 252/1 - 3.07.5 Hectare

TOTAL EXTENT

8 70 5 Hectare

சார்பத்வளள் கயத்தார்.

சொத்து தொடர்பான வில்லங்கச் சான்றிதழ் Certificate of Encumbrance on Property

S.R.O/சா.ப.அ: Kayathar	E.C. No <i>.lசான்று எண்</i> :	354 Appin No./மஓ) என்: 354	Dale/greii	: 13/03/201
Thiru/Tmt சங்கர் திருதெல்வேலி ha any, in respect of undermentioned	iving applied to me for a certificat f property.	e giving particulars o	f registered ac	ts and encum	brances i
திரு/திருமதி சங்கர் திருநெவ்வேலி க கோரி விண்ணப்பித்துள்ளார்.	ீழ்கண்ட சொத்து தொடர்பாக ஏதேத ்	றம் வில்லங்கம் இருப்ப	ின் அதன் பொடு	நட்டு வில்லங்க	ச் சான்று
Village/கிராமம்	Su	vey Details (ອກີ G ຄນ ຄ	ிவரம்)		
Vellalankottai	(SNo	:252/3A), (SNo:25	2/3), (SNo:25	2/2), (SNo:	252/3B),
					•

I hereby certify that a search has been made in Book I and in the indexes relating thereto for 31 years from 01/01/1987 to 11/03/2017 for acts and encumbrances affecting the said property and that on such search the following acts and encumbrances appear I no encumbrance appears.

1 புத்தகம் மற்றும் அதன் தொடர்புடைய அட்டவனைகள் 31 ஆன்டுகளுக்கு 01/01/1987 முதல் 11/03/2017 தாள் வரை இச்சொத்தைப் பொழுத்து மதிவு செய்திட்ட நடவடிக்கைகள் மற்றும் வில்லங்கங்கள் குறித்து தேடுதல் மேற்கொள்ளப்பட்டது. அத்தேடுதல்களின் விளைவாக மனுவில் விவரித்த சொத்தைப் பொறுத்து பின்வகும் விபரங்களும்/வில்லங்கங்களும் உள்ளன எனச் சான்றளிக்கிறேன்.

EC No.: 354/2017 Name of Executants - எழுதி DNo-ஆ Description of Prop.I எ.கொ.நா *I* Vol.No-SLNo/ Nature & Value/ DOE & næjei கொடுத்தவர் (E)/ Claimants - எழுதி தொகுதி/P.No-बद्धां / Yr / ខា சொத்து விலரம் (Survey No தனர்ஸ்ட் & மதிப்பு தாள் / DOR வாங்கியவர் (C) श हरूं। & Area) பக்கம் **ஐ**கர்டு அபுச 252/3பி 4.32 27/04/1993 Sale deed (E)சணிமுககந்தரம் பின்னை 444 (E)சோமகந்தரம் பிள்ளை 27/04/1993 Rs.8640 81 1993 (E)அருணாசலம்பிள்ளை (C)சலாகுதீன் கைமாறும் மதிப்பு ரூ.: 8540 (E)சவரியப்பன் 952 ಶ್ರಭಕ 252/† 7.60 29/04/1993 Sale deed 462 29/04/1993 Rs.15200 (C)சலாகுதின் 1993 கைமாறும் மதிப்பு ரூ.: 15200 அபுச 252/3ஏ 6.31 29/04/1993 Sale deed (E)மாடசாமி தேவர் 952 467 29/04/1993 Rs.2620 (C)ஜலாகுதீன் 1993 கைமாறும் மதிப்பு ரு.: 2620 29/04/1993 Sale deed (E)செபஸ்தியான் 952 469 அபுச 252/2 3.28 (C)ஜலாகுத் எ 29/04/1993 Rs.6550 175 1993 Apply EC through our Web site - Delivery by post/in person Page No(s): 1 of 2 STAR Visit us @ www.tnreginet.net

					EC No	. : 354/201
SLNo/ வ என்	Description of Prop./ சொத்து விவரம் (Survey No & Area)	எ.கொ.தா / DOE & பதிவு நாள் / DOR	Nature & Value/ தன்மை & மதிப்பு	Name of Executants - எழுதி கொடுத்தவர் (E)/ Claimants - எழுதி வாங்கியவர் (C)	Vol.No- தொகுதி/P.No- பக்கம்	DNo-ஆ எண்/ Yr ஆண்டு
	கைமாறும் மதிப்பு ரூ.; 6560					
	252/3பி-உெற 1.75.0, 4) 252/1-9ெற 3.07.5 ஆக	05/07/2009 05/07/2009	Conveyance Non Metro/UA Rs.117518	(E)ஆறுமுகம் (முகவர்) (E)சலாகுதீன் (முதல்வர்) (C)சுரேஷ்கண்ணன்		1714 2009
·	<u>ெற 8.70.5</u> கைமாறும் மதிப்பு ரூ.: 1175	518	· · · · · · · · · · · · · · · · · · ·		<u> </u>	
6	அபுச 252/3ஏ-வெற 2.55.5, 252/2-வெற 1.32.5, 252/3பி-வெற 1.75.0, 252/1-வெற 3.07.5ஆக கெற 8.07.5	05/10/2009	Conveyance Non Metro/UA Rs.117518	(E)சுரேஷ்கண்ணன் (C)உத்திரப்பிரதேசம் Ws. குஜராத் புளூரோகெமிக்கல்ஸ் லிமிடெட்		2621 2009
7	சர்வே 252/3ஏ- உெற 2.55.5, 252/2- உெற 1.32.5, 252/3பி- உெற 1.75.0, 252/1- உெற 3.07.5 ஆக உெற 8.70.5	19/10/2012 19/10/2012	Conveyance Non Metro/UA Rs.696400	(E)M/s. குஜராத் ப்ளோரோகெமிக்கல்ஸ் லிமிடெட் (C)M/s. ஜனாக்ஸ் ரெனிவபில்ஸ் லிமிடெட்		4194 2012

Note :- Number of Entries :

குறிப்பு: பதிவுகளின் எண்ணிக்கை: 🥫

I also certify that save the aforesaid acts & encumbrances no other act & encumbrances affecting the said property have been found.

Search Made and Certificate prepared by / தேடுதல் மேற்கொண்டு சான்று தயாரித்தவர்

Search verified and certificate examined by / தேடுதலைச் சரியார்த்து சான்றினை ஆய்வு செய்தவர்

Office Seal & Date / அலுவலக முத்திரை & நாள்

சார் பதிலாளர் அலுவலகம் கயக்கார். CSignature of Registering Officer

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Page No(s): 2 of 2

STAR

Certificate of encumbrance on property

S.R.O.	EC No.	Appl.	Date:
Kayathar	354	No.	13.3.2017
		354	
			}

Thiru Shankar, Tirunelveli having applied to me for a certificate giving particulars of registered acts and encumbrances if any, in respect of under mentioned properties.

Village	Survey details
Vellalankottai	(S.No.252/3A),
(S.No.252/3) (S.No.252/1)	(S.No.252/3), (S.No.252/2)
	(S.No.252/3B) •

Property description: Vellalankottai properties, see separate sheet.

I hereby certify that a search has been made in Book 1 and in the indexes relating thereto for 31 years from 1.1.1987 to 1.3.2017 for acts and encumbrances affecting the said property and that on such search the following acts and encumbrances /no encumbrance appears.

Sl.	Description	DOE/	Nature	Name of	Vol.	D.No
No.	of property	DOR	and	Excutants (E)/	No.	year
	(Survey No.		value	Claimant (C)		
-	and area	!				
1	252/3B	27.4.93	Sale	(E) Shanmuga	952	444
	4.32	27.4.93	deed	sundaram Pillai	81	1993
			Rs.8640	(E) Soma	<u> </u>	
]	Sundaram Pillai		
				(E)Arunachalam		
				Pillai		
				(c) Sallaludeen		

Value of transfer Rs.8640/-

Sl.	Description	DOE/	Nature	Name of	Vol.	D.No
No.	of property	DOR	and	Excutants	No.	year
	(Survey No.		value	(E)/		-
	and area			Claimant	İ	
				(C)		
2	252/1	29.4.93	Sale	(E)	952	462
	7.60	29.4.93	deed	Savariappan	153	1993
		ļ	Rs.	(c) ·		
			15200	Sallaludeen		

Value of transfer Rs.15,200/-.

Sl.	Description	DOE/	Nature	Name of	Vol.	D.No
No.	of property	DOR	and	Excutants	No.	year
	(Survey No.		value	(E)/		
	and area			Claimant .		
				(C)		
3	252/3A	29.4.93	Sale	(E)	952	467
	6.31	29.4.93	deed	Madasamy	169	1993
			Rs.	Thevar		
			2620	(c)		
				Sallaqudeen		

Value of transfer Rs.2620/-.

SI.	Description	DOE/	Nature	Name of	Vol.	D.No
No.	of property	DOR	and	Excutants	No.	year
	(Survey No.		value	(E)/		
	and area			Claimant		
	}			(C)		
4	252/2	29.4.93	Sale	(E)	952 ·	469
	3.28	29.4.93	deed	Sebestian	175	1993
			Rs.	(c)	ı	
			6560	Sallaqudeen		

Value of transfer Rs.6560/-.

Sl.	Description	DOE/	Nature and	Name of	Vol.	D.No
No.	of property	DOR	value	Excutants	No.	year
	(Survey No.			(E)/		
	and area			Claimant		
				'(C)		,
5	252/3A	6.7.09	Conveyance	(E)		2621
	Ha2.55.5	6.7.09	Non	Arumugam		2009
_/	252/2		Metro/UA	(agent)		
	Ha.1.32.5	:	Rs.117518	(E)		
·/	252/1			Sallaludeen		
	Ha.3.07.4		·	(agent)		
	total			(c) Suresh		
	Ha.8.70.5			Kannan		

Value of transfer Rs.117518/-.

Sl.	Description	DOE/	Nature and	Name of	Vol.	D.No
No.	of property	DOR	value	Excutants	No.	year
	(Survey No.			(E)/		
	and area			Claimant		
				(C)		
6	252/3A	5.10.09	Conveyance	(E)Suresh		2621
ļ	Ha2.55.5	5.10.09	Non	Kannan		2009
	252/2		Metro/UA	(c) Uttar		

Rs.117518	Pradesh,		
	M/s Floro		
	Chemicals		
	limited		
	Rs.117518	M/s Floro Chemicals	M/s Floro Chemicals

Value of transfer Rs.117518/-.

Sl.	Description	DOE/	Nature and	Name of	Vol.	D.No
No.	of property	DOR	value	Excutants	No.	year
	(Survey No.			(E)/ ·		
	and area			Claimant		
				(C)		
7	252/3A	19.10.12	Conveyance	(E) Uttar		4194
	Ha2.55.5	.19:10.12	Non	Pradesh,		2012
	252/2		Metro/UA	M/s Floro		
	Ha.1.32.5		Rs.694600	Chemicals		
	252/1			limited		
	Ha.3.07.4			(c) M/s		
	total			Janrax		
	Ha.8.70.5			Renivoils		
				Ltd.		

Value of transfer Rs.696400/-.

I also certify that save the afore said acts and encumbrances no other acts and encumbrances affecting the said property have been found.

Search made and certificate prepared by: sd.xxx

Search verified and certificate examine by: xxx

Signature of registration officer

Kayathar

Office seal and date

OF MR. JS. K.M. LODMA CRETD. Constituted to look affer PARAO. M. HOTO 2016. The ATTOR, Annow Be In the matter of:

LNOX LENEWABLES

titioner/ Applicant

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APVOCATES WELFAREIEDIND.

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ALL to whom these present shall come that lyn ! through its Head (Legal) & Secretarial, Mr. Kalyan Ghosh, Regd. Oti. 1, Khasra Nos. 264-267, Industrial Area, Basal Village, District Una - 174305, thal Pradesh & Corporate Office at Inox Towers, Plot No. 17, Sector 16-A, NOIL. - 201301, Uttar Pradesh, the above-named PETITIONER, do hereby appoint:

Sh. Sudhir Kumar, Sh. Rakesh Wadhwa, Sh. Pulkit Srivastava, Sh. Abhishek Baidya, Ms. Mehak Taneja, Advocates. Mr. Soll Classon, Schuste.

INDIA INTERNATIONAL JURISTS

Advocates, Solicitors & Legal Consultants

1201-B, 12th Floor, Antriksh Bhawan, 22 - Kasturba Gandhi Marg, New Delhi - 110001, India. Phone Nos. +91-11-41036888, +91-11-41037888, Fax. +91-11-43592888

(herein after called the Advocate/s) to my/our Advocate in the above-noted case autorise him:

To act, appear and plead in the above-noted casein this court or in any other courting which the same may be tried or heard or also in the including High Court subject to payment of fees separately for ea. ADVOCATES WELFARE FUND

To sign, file, verify and present pleadings, appeals, petitions for execution, review, revision, withdrawal, compromise affidavits or other documents as may be deemed necessary or pro of the said case in all its stages, subject to payment of fees for eacl

To file and take back documents, to admit and / or der opposite party.

To withdraw or compromise the said case or submidifferences or disputes that may arise torching or in any manncase.

To take execution proceedings.

To deposit, draw and receive money, cheques, cash and grant receipts neteux and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other legal practitioner authorizing him to exercise the power and authority hereby conferred upon the advocate whenever he think fit to do so and to sign the power of attorney on our behalf.

And I/ We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my / our own acts, as if done by me/ us to all intents and purposes.

And I/ We undertake that I/ we or my/our duly authorized agent would appear in court on all hearings and will inform the advocate for appearance when the case is called.

And I/ We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the court shall be of the advocate, which he shall receive and retain for himself.

And I/ We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me / us to be paid to the advocate remaining unpaid, he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the said above case and above court. I/ We hereby agree that once the fees is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me / us.

IN WITNESS WHERE OF I /We do hereunto set my/ our hand to presents the contents of which have been understood by me / us on this May of ______ 2016.

Accepted subject to terms of fees.

ÁDVOCATE(S)

